

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

3050 K STREET, N.W.

SUITE 400

WASHINGTON, D.C. 20007

(202) 342-8400

FACSIMILE

(202) 342-8451

www.kelleydrye.com

NEW YORK, NY
TYSONS CORNER, VA
CHICAGO, IL
STAMFORD, CT
PARSIPPANY, NJ
BRUSSELS, BELGIUM

AFFILIATE OFFICES
MUMBAI, INDIA

April 1, 2009

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, S.W.
Washington, D.C. 20554

Re: **Docket WC 09-39: USD CLEC, Inc., Debtor-in-Possession and Warwick Valley Mobile Telephone Company, Inc. d/b/a WVT Business Communications:**

- (1) Application for Consent to Assign Customers and Assets Between Companies Holding Blanket Domestic Authorizations Pursuant to Section 214 of the Communications Act of 1934, as Amended &
- (2) Joint Request for Special Temporary Authority To Operate Pending Approval of Section 214 Application

Response to Staff Information Request: Part II

Dear Ms. Dortch:

USD CLEC, Inc., Debtor-in-Possession, by its attorneys, respectfully submits the appended materials for inclusion in the above-noted docket. In response to a request by Commission Staff, attached is a copy of the order issued by the US Bankruptcy Court for the Northern District of New York approving the asset purchase agreement.

If there are any questions regarding this submission, please contact Melissa Conway by telephone at (202) 342-8552 or via email at mconway@kelleydrye.com.

Sincerely,



Melissa Conway
Winafred Brantl*

Counsel for USD CLEC, Inc., Debtor-in-Possession.

* Member of the Maryland State Bar; admission to the District of Columbia Bar pending.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

US Datanet Corporation
a/k/a USA Datanet
EIN: 16-1548833,

USD Management and Network
Services, Inc.
a/k/a USA Datanet
EIN: 20-4052965,

USD CLEC, Inc.
a/k/a USA Datanet,
EIN: 20-0421859,

Debtors.

Case No. 08-32560
Chapter 11
(Main Case)

Case No. 08-32561
Chapter 11

Case No. 08-32562
Chapter 11

Jointly Administered

2009 MAR 30 AM 11:36
CLERK OF THE
BANKRUPTCY COURT
N.D. OF NY
SYRACUSE

FILED

Order Directing Substitution of Exhibit to Order Approving Sale Entered at Docket No. 253

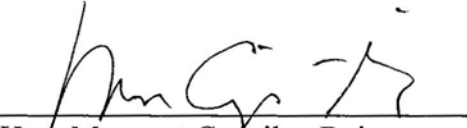
By motion filed February 23, 2009, US Datanet Corporation a/k/a USA Datanet, USD Management and Network Services, Inc. a/k/a USA Datanet and USD CLEC, Inc. a/k/a USA Datanet ("Debtors") sought approval of the sale of substantially all of their assets [docket no. 182]. A hearing was held on March 11, 2009 at which time the court approved the sale. An order approving the sale, with the asset purchase agreement attached as an exhibit, was thereafter submitted by Debtors' counsel and entered on March 20, 2009 [docket no. 253] (the "Order").

Counsel for Debtors subsequently notified the court that the asset purchase agreement attached as the exhibit to the Order was incorrect and has requested this court, at the instance of the purchaser, to substitute in its stead the asset purchase agreement that is attached to this order.

Accordingly, this court directs the Clerk of the Court to substitute the asset purchase agreement attached to this order as the corrected exhibit to the original Order.

So Ordered.

March 30, 2009
Syracuse, New York



Hon. Margaret Cangilos-Ruiz
U.S. Bankruptcy Court

ASSET PURCHASE AGREEMENT

Between

US DATANET CORPORATION

USD CLEC, INC.

USD MANAGEMENT AND NETWORK SERVICES, INC., SELLERS

and

WARWICK VALLEY MOBILE TELEPHONE COMPANY, INC. , PURCHASER

Dated as of March 11, 2009

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.01 <u>Certain Defined Terms</u>	1
ARTICLE II PURCHASE AND SALE	6
Section 2.01 <u>Purchase and Sale of Assets</u>	6
Section 2.02 <u>Excluded Assets</u>	7
Section 2.03 <u>Contract Assumption and Assignment</u>	8
Section 2.04 <u>Assumption and Exclusion of Liabilities</u>	8
Section 2.05 <u>Purchase Price</u>	9
Section 2.06 <u>Closing</u>	9
Section 2.07 <u>Holdback and Post-Closing Adjustment</u>	10
Section 2.08 <u>Closing Deliveries by the Sellers</u>	10
Section 2.09 <u>Closing Deliveries by the Purchaser</u>	11
Section 2.10 <u>Risk of Loss</u>	11
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLERS.....	11
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.....	13
ARTICLE V ADDITIONAL AGREEMENTS OF SELLERS.....	13
Section 5.01 <u>Conduct of Business Prior to the Closing</u>	13
Section 5.02 <u>Access to Information</u>	14
Section 5.03 <u>Further Action</u>	15
ARTICLE VI CONDITIONS TO CLOSING	15
Section 6.01 <u>Conditions to Obligations of the Sellers</u>	15
Section 6.02 <u>Conditions to Obligations of the Purchaser</u>	16
ARTICLE VII TERMINATION, AMENDMENT AND WAIVER.....	18

Section 7.01	<u>Termination</u>	18
Section 7.02	<u>Effect of Termination</u>	19
Section 7.03	<u>Amendment and Waiver</u>	19
ARTICLE VIII ACCOUNTS RECEIVABLE COLLECTION		19
Section 8.01	<u>Accounts Receivable Management</u>	19
ARTICLE IX GENERAL PROVISIONS		20
Section 9.01	<u>Expenses</u>	20
Section 9.02	<u>Survival of Representations and Warranties</u>	20
Section 9.03	<u>Sales Taxes</u>	20
Section 9.04	<u>Notices</u>	20
Section 9.05	<u>Severability</u>	21
Section 9.06	<u>Entire Agreement</u>	21
Section 9.07	<u>Assignment</u>	22
Section 9.08	<u>No Third Party Beneficiaries</u>	22
Section 9.09	<u>Governing Law</u>	22
Section 9.10	<u>Waiver of Jury Trial</u>	22
Section 9.11	<u>Headings</u>	22
Section 9.12	<u>Counterparts</u>	22

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 11, 2009 between US DATANET CORPORATION, USD MANAGEMENT AND NETWORK SERVICES, INC., USD CLEC, INC. ("Sellers"), and WARWICK VALLEY MOBILE TELEPHONE COMPANY, INC., a New York corporation (the "Purchaser"). The Sellers and the Purchaser are sometimes referred to herein collectively as the "Parties" and each as a "Party".

WHEREAS, the Sellers are engaged in the businesses of providing hosted IP communication services, audio conferencing services, nationwide integrated VoIP PRI, dedicated internet services, IP termination-origination services and colocation services more particularly described on Schedule 1 (the "US Datanet Business");

WHEREAS, as part of the US Datanet Business, Sellers own certain assets identified in this Agreement that Purchaser wishes to purchase from Sellers (the "US Datanet Assets");

WHEREAS, Sellers are each debtors in cases pending under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court"), Case No. 08-32560 through Case No. 08-32562 (the "Chapter 11 Cases"); and

WHEREAS, the Sellers wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Seller, the US Datanet Assets, including all right, title and interest of the Sellers in and to the US Datanet Business, all upon the terms and subject to the conditions set forth herein and in accordance with Sections 105, 363 and 365 of the Bankruptcy Code;

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, the Seller and the Purchaser hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Certain Defined Terms. For purposes of this Agreement:

"Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

"Agreement" has the meaning set forth in the recitals hereto.

"Ancillary Agreements" means the Bill of Sale and the Assumption Agreement.

"Approval Order" means an order reasonably acceptable to the Purchaser and Sellers, each in its discretion, pursuant to Sections 105, 363 and other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, among other things, (A) authorizing and approving the sale to the Purchaser pursuant to this Agreement of the US

Datanet Assets and approving the terms of this Agreement; (B) finding the Purchaser is acting in good faith, and is entitled to all benefits and protections of Sections 363(m) of the Bankruptcy Code, (C) containing a factual and legal determination that this Agreement has been duly and validly authorized, executed and delivered by the Sellers and constitutes a valid and binding agreement of the Sellers, enforceable against the Sellers in accordance with its terms (D) containing other findings and provisions appropriate and necessary to assure that title to the US Datanet Assets will be transferred to the Purchaser free and clear of all Encumbrances (except for Assumed Liabilities).

"Assignment Order" means an order (which may be included in the Approval Order) reasonably acceptable to the Purchaser and the Sellers, each in its discretion, pursuant to Sections 105, 365 and other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, among other things, (A) authorizing and approving the assumption by the Sellers, and the assignment to the Purchaser, of designated US Datanet Contracts, and (B) containing such other findings and provisions appropriate and necessary to such assumption and assignment of the US Datanet Contracts (including, without limitation, a finding that notice to all non-debtor parties to the US Datanet Contracts has been properly given).

"Assumed Liabilities" means the US Datanet Contracts assumed by the Purchaser as set forth in the Assumption Agreement and as further detailed in Section 2.03.

"Assumption Agreement" means the Assumption Agreement to be executed by the Purchaser and the Sellers on the Closing Date, substantially in the form of Exhibit 2.

"Bankruptcy Code" has the meaning set forth in the recitals hereto.

"Bankruptcy Court" has the meaning set forth in the Recital.

"Bidding Procedures" means the procedures for bidding and sale for the US Datanet Assets, as approved by the Bankruptcy Court on terms reasonably acceptable to Purchasers.

"Bill of Sale" means the Bill of Sale and Assignment to be executed by the Sellers on the Closing Date, substantially in the form of Exhibit 1.

"Billable Seat Licenses" means units licensed and activated by any Seller from Natural Convergence Inc. and in service and having the legal right to render a bill and collect from customers as of the Closing Date.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the State of New York.

"Certificate of Allocation" has the meaning set forth in Section 2.05.

"Chapter 11 Cases" has the meaning set forth in the recitals hereto.

"Claims" means any and all administrative, regulatory or judicial actions, suits, petitions, appeals, demands, demand letters, claims, liens, notices of noncompliance or violation,

investigations, proceedings, consent orders or consent agreements or as defined in 11 U.S.C. Section 101(5).

"Closing" has the meaning set forth in Section 2.06.

"Closing Date" means the day on which the Closing takes place.

"Contracts" shall have the meaning set forth in Section 2.03.

"Counterparty" means the non-debtor party to an executory contract or unexpired lease.

"Creditors Committee" means the official creditors committee for the Chapter 11 Cases.

"Cure Amounts" shall have the meaning set forth in Section 2.03.

"Deposit" means any amounts paid to the Sellers as a deposit in accordance with the Bidding Procedures or this Agreement.

"Designation Date" shall have the meaning set forth in Section 2.04.

"Encumbrance" means any Claim, security interest, pledge, mortgage, lien (including, without limitation, environmental and tax liens), adverse claim, restrictive covenant, rights of refusal or other interests of any kind whatsoever;

"Excluded Assets" has the meaning set forth in Section 2.02 hereto.

"Excluded Liabilities" has the meaning set forth in Section 2.04 hereto. Without limitation to the foregoing, Excluded Liabilities shall also include all Liabilities arising out of any "employee benefit plans", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended from time to time, and all other material employee benefit arrangements or payroll practices, including, without limitation, bonus plans, consulting or other compensation agreements, incentive, equity or equity-based compensation, or deferred compensation arrangements, stock purchase, severance pay, sick leave, vacation pay, salary continuation, disability, hospitalization, medical insurance, life insurance, or scholarship programs maintained by one or more Sellers or to which one or more Sellers contributed or is obligated to contribute thereunder for current or former employees of Sellers.

"February 27 List" has the meaning set forth in Section 2.03 hereto.

"Final Order" means an order, ruling, decree or judgment issued by the Bankruptcy Court or other court of competent jurisdiction that has not been reversed, stayed, modified or amended, and as to which order, ruling, decree or judgment (or any revision, modification or amendment thereof), the time to appeal or seek review or rehearing has expired, and as to which no appeal or petition for review or motion for rehearing has been taken or made or any appeal or petition has been dismissed and no further appeal or petition is possible; provided that the Approval Order and Assignment Order shall be treated as Final Orders if all

conditions precedent to closing by all parties have been satisfied or waived, there is no stay in effect as to either the Approval and Assignment Order, and the Court has made findings that would be sufficient to moot any appeal with respect to both the Approval and the Assignment Order under the law in effect at Closing.

"Governmental Authority" means any United States or non-United States federal, national, state, provincial, local, or similar government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Holdback" shall have the meaning set forth in Sections 2.05 and 2.07.

"Law" means any United States or non-United States federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including, without limitation, common law).

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including, without limitation, those arising under any Law, Action, Claim, or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking.

"Material Adverse Effect" means any circumstance, change in or effect on the US Datanet Assets, individually or in the aggregate, that reasonably could: (a) substantially impair the Sellers' ability to consummate the transactions contemplated herein on or before the Closing Date or (b) materially adversely effect the ability of the Purchaser to operate the US Datanet Assets or US Datanet Business, individually or in the aggregate, in the manner in which they are currently or contemplated to be operated or conducted by the Sellers.

"Person" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

"Purchase Price" has the meaning set forth in Section 2.05 hereto.

"Purchaser" has the meaning set forth in the recitals hereto.

"Qualified Bidder" has the meaning set forth in the Sale Procedures Order or as otherwise determined pursuant to the Sale Procedures Order or by the Bankruptcy Court.

"Sale Procedures Order" means the Order Approving Sale Procedures And Reducing Notice For A Sale Hearing With Respect To The Proposed Sale of Substantially All Of The Debtors' Assets Prior To The Entry Of A Confirmation Order of the Bankruptcy Court entered February 27, 2009, Docket No. 195 as may be amended from time to time.

"Selected US Datanet Contracts" has the meaning set forth in Section 2.03.

"Sellers" has the meaning set forth in the recitals hereto and addresses each Seller and all Sellers jointly and severally.

"Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any government or taxing authority, including, without limitation, taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, sales or gains taxes; taxes to be collected by the Sellers that are due from customers of the Sellers, license, registration and documentation fees; and customs' duties, tariffs, and similar charges.

"US Datanet Assets" means the certain assets listed in Section 2.01 or any Schedule referenced therein and any assets in which Sellers' have an interest and which are necessary to operate the US Datanet Business.

"US Datanet Business" has the meaning set forth in the Recitals.

"US Datanet Contract Liabilities" means the aggregate of all Liabilities arising with respect each US Datanet Contract from and after the later of the Closing Date or the date a US Datanet Contract is assigned.

"US Datanet Contracts" has the meaning set forth in Section 2.03.

(a) Interpretation and Rules of Construction. In this Agreement, except to the extent that the context otherwise requires: when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(b) the headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

(d) the words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(g) any Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor Laws;

(h) references to a Person are also to its permitted successors and assigns;

(i) the use of "or" is not intended to be exclusive unless expressly indicated otherwise; and

(j) all recitals are deemed to be a part of this Agreement.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase and accept from the Sellers, all the US Datanet Assets free and clear of all Encumbrances (with all duly perfected and unavoidable liens attaching to the Purchase Price), other than Assumed Liabilities, under Section 363 of the Bankruptcy Code. The US Datanet Assets include:

(a) All machinery, equipment, furniture, fixtures, and tangible personal property of every kind and description owned by Sellers including the property listed or described in Schedule 2.01(a), together with replacements thereof or additions thereto made between the date hereof and the Closing Date;

(b) All inventory owned by Sellers (including raw materials, finished goods, materials, supplies, work in process);

(c) All US Datanet Contracts including all contracts with customers that are designated for assumption and assignment;

(d) The four major sub-systems of the US Datanet Business including:

(i) the Sonus TDM Sub-system and SS7 interconnection;

(ii) the Sonus IP/SIP Sub-system and Session Border Control;

(iii) IP Infrastructure, Policy Control, Access and Edge Routing; and

(iv) Carrier and Business Service-Application Cluster;

(e) The intangible assets (which may include assets described in Section 2.01(d)) owned by Sellers or used in connection with the US Datanet Business, including copyrights, patents, trade names, trademarks, systems, service marks, licenses, vendor lists, customer lists, domain names, e-mail addresses, software, middleware, documentation on

business processes and procedures, marketing and sales brochures, seat licenses of any kind or description, billing systems and processes, and any and all intellectual property in which Sellers claim an interest, right or license;

(f) Originals or copies of files, books, and records of Sellers relating to the US Datanet Business that are necessary for the operation of the US Datanet Business in Excel electronic format, employee records, customer files and billing records, customer and buyer contact information (including phone numbers, e-mail addresses, and fax numbers), history of products or services and any Claims, purchasing records, marketing research analysis, sales commission plans, sales and promotional literature, and financial information relating to the US Datanet Business and operation of the US Datanet Business, in electronic media if available (although access and ability to copy these documents shall be made available to Sellers) (collectively, "Books and Records");

(g) All other assets of Sellers of every kind and description necessary to operate the US Datanet Business not deemed to be an Excluded Asset pursuant to Section 2.02 of this Agreement.

The Purchaser shall have the option, which shall be exercisable from the time of execution of this Agreement until the Closing Date, to exclude any asset, right and property from the US Datanet Assets; provided that the Purchase Price shall not be reduced as a result of such exclusion. Upon exercise of the option in the preceding sentence, the assets, rights and properties so excluded by the Purchaser shall be deemed to be Excluded Assets for all purposes of this Agreement.

Section 2.02 Excluded Assets. Sellers are not selling and Purchaser shall not purchase or acquire and the US Datanet Assets shall not include the following (collectively, the "Excluded Assets"):

- (a) Any and all accounts receivable or any Claim by Sellers against YAK or The Carrier Group Claim;
- (b) Cash and cash equivalents or similar type investments, uncollected checks, bank accounts, certificates of deposit, Treasury bills and other marketable securities;
- (c) Any security, vendor, utility or other deposits that Sellers have made;
- (d) Any contracts, leases or agreements, including computer software licenses, other than the Assumed Contracts;
- (e) Any assets and any rights under any plan or any agreement relating to employee benefits, employment or compensation of Sellers or their respective employees;
- (f) Whether or not yet filed, any and all Claims and causes of action, including, without limitation, causes of action arising under the Bankruptcy Code, including proceeds arising therefrom, in each case to the extent related to activities or time periods occurring prior to the Closing;

(g) Stock and Assets of Matrix Communications, Inc. (a non-debtor affiliate of Sellers) or the US Datanet Northeast Group or USD Call Center, Inc., including any asset owned by Sellers that is used solely to support the services of Matrix Communications, Inc., US Datanet Northeast Group or USD Call Center, Inc and is not listed in Section 2.01(a) through Section 2.01(f); and

(h) Whether or not yet filed, any and all tax refunds or other refunds, adjustments, deposits or rebates due Sellers from any private or public entity, to the extent related to activities or time periods occurring prior to the Closing.

Section 2.03 Contract Assumption and Assignment.

(a) On February 27, 2009, Sellers filed with the Bankruptcy Court a list of all executory contracts and unexpired leases (Docket No. 194-1) of Sellers other than executory contracts with customers of Sellers (the "February 27 List"). Sellers will provide to Purchaser a list of all customers of Sellers and related contracts within 2 business days following acceptance of Purchaser as a Qualified Bidder under the Sales Procedure Order. The February 27 List together with the list of customers are hereafter referred to as the "Contracts". Pursuant to Section 365 of the Bankruptcy Code, the Sellers shall assume and assign to the Purchaser those Contracts which are designated by Purchaser prior to Closing or in accordance with Section 2.04 (the "US Datanet Contracts"). Subject to Sections 6.02 and 2.04, the Purchaser shall be responsible for paying all amounts required to cure any defaults under Section 365(b) of the Bankruptcy Code arising under each US Datanet Contract ("Cure Amounts") and US Datanet Contract Liabilities. The Purchaser, if requested, shall use reasonable, good faith efforts to establish to the satisfaction of the Bankruptcy Court that it is capable of providing adequate assurance of future performance under the US Datanet Contracts.

(b) On or before March 25, 2009, which is 10 business days after acceptance of Purchaser as a Qualified Bidder under the Sale Procedures Order, Purchaser shall advise Sellers of (i) those Contracts then identified by Purchaser which Purchaser wants Sellers to assume and assign as of Closing, but only on the condition that the terms of these Contracts and/or Cure Amounts set forth on the February 27 List (or otherwise asserted by the Counterparty) can be modified on terms acceptable to Purchaser in its sole discretion; and (ii) any other Contracts that have been, as of that date, identified as a US Datanet Contract (collectively, "Selected US Datanet Contracts"). Nothing in the previous sentence shall limit the rights of Purchaser under Section 2.04. Notwithstanding inclusion of a Contract as a US Datanet Contract or a Selected US Datanet Contract, no party is bound by an assumption or assignment until entry of an Assignment Order with respect to such contract.

Section 2.04 Assumption and Exclusion of Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing and from and after the Closing Date, the Purchaser shall assume, subject to Section 6.02, in addition to the liabilities arising following the later of Closing or assignment of each assigned US Datanet Contract, only such other Liabilities, if any, as the Purchaser may expressly agree in writing to assume (collectively, the "US Datanet Contract Liabilities"). All other Liabilities of any kind or description (the "Excluded Liabilities") shall be retained by the Sellers, and the Purchaser shall not assume or have any responsibility for the Excluded Liabilities. All executory contracts or unexpired leases that are not designated by

the Purchaser as US Datanet Contracts shall be deemed to be Excluded Contracts. Sellers shall not seek to reject any executory contract or unexpired lease that is not an Excluded Contract, and Sellers shall move to extend any date for the rejection of all executory contracts or unexpired leases or licenses (other than Excluded Contracts) until 60 days following Closing (the "Designation Date"). Subject to Section 6.02, the Purchaser shall be responsible for paying all amounts required to be paid in connection with the assumption of the US Datanet Contracts under Section 365(b) of the Bankruptcy Code (which amounts may be established by agreement between the Purchaser and the Counterparty and which amounts agreed upon by the Counterparty shall be the Cure Amount for the respective US Datanet Contract), and all amounts arising from and after the Closing Date or date of assumption and assignment of each US Datanet Contract, whichever is later. Purchaser may designate for assumption and assignment all Contracts and any other contracts additional to those defined in Section 2.03 (if found to exist) until the Designation Date and may seek to have any such contract modified with the consent of the Counterparty.

Section 2.05 Purchase Price.

(a) The Purchaser agrees to pay to the Seller in cash an aggregate purchase price of One Million (\$1,250,000) Dollars (the "Purchase Price"), subject to adjustment as provided in Section 2.07. Within one business day after entry of the Approval Order, Purchaser shall deliver to counsel for Sellers, Harter, Secrest & Emery LP ("Escrow Agent"), a deposit in escrow the sum of \$50,000 (the "Deposit"), which shall be held and disbursed in accordance with this Agreement. At Closing, Purchaser shall pay the sum of \$1,100,000, less the Deposit (which shall be credited against the Purchase Price) and shall pay in escrow with the Escrow Agent the sum of \$150,000, which shall be a holdback to held, subject to the terms of Section 2.07 (the "Holdback"). The Purchase Price shall be allocated among the US Datanet Assets as provided in a certificate of allocation prepared by the Purchaser ("Certificate of Allocation") and provided to the Sellers prior to Closing. Sellers and Purchaser hereby covenant and agree that they will not take a position on any income tax return before any governmental agency charged with the collection of any income tax, or in any judicial proceeding, that is in any way inconsistent with the terms of this Agreement or the Certificate of Allocation.

(b) Utility and Tax Prorations. As soon as practicable on or after the Closing Date, but in all cases no later than 10 days after the Closing, all utility charges, real estate taxes, common area maintenance charges and similar charges ("Proration Items") shall be apportioned through the Closing Date, and representatives of Sellers and Purchaser will examine all relevant books and records as of the Closing Date in order to make the determination of the apportionments. Payments in respect thereof shall be made as a payment to the appropriate party by check within three (3) Business days after such apportionment has been made. Each party shall furnish, at the request of the other, proof of payment of any Proration Items. Except as expressly provided herein, Sellers shall be responsible for all Taxes on the US Datanet Assets or the US Datanet Business.

Section 2.06 Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the US Datanet Assets contemplated by this Agreement shall take place at a closing (the "Closing") to be held at the offices counsel for Purchaser, Green & Seifter Attorneys, PLLC, in Syracuse, New York, at 10:00 A.M. EST on April 1, 2009 (subject to

Article VII), following the satisfaction or waiver of all conditions to the obligations of the parties set forth in Sections 6.01 and 6.02 or at such other place or at such other time or on such other date as the Sellers and the Purchaser may mutually agree upon in writing (the day on which the Closing takes place being the "Closing Date"). TIME IS OF THE ESSENCE. In order to expedite the Closing Date, Purchaser shall:

(a) negotiate all modifications to the terms of the US Datanet Contracts with respect to each such contract (including a waiver or modification of Cure Amounts thereunder or any defaults incurred, or payments or other expenses incurred, prior to the Closing) desired by Purchaser as quickly as commercially reasonable; and

(b) use commercially reasonable efforts to expedite all necessary regulatory approvals with the cooperation of Sellers.

Section 2.07 Holdback and Post-Closing Adjustment. The Holdback shall be security to Purchaser to allow post-closing verification that as of Closing, Sellers have no less than 3,600 Billable Seat Licenses. To the extent there are less than 3,600 Billable Seat Licenses, Sellers shall be entitled to receive the Holdback multiplied by a ratio the numerator of which shall be the number of actual Billable Seat Licenses and the denominator of which shall be 3,600. Purchaser shall be entitled to the difference between the Holdback and the amount of the Holdback payable to Sellers. For example, if as of Closing, there were 3,000 Billable Seat Licenses, then Sellers shall receive $\$150,000 \times 3000/3600$ or \$125,000.00. Purchaser would receive \$25,000.00. Purchaser shall make its determination of the existence of Billable Seat Licenses no later than 30 days following the Closing Date. If Purchaser determines that there were 3,600 or more Billable Seat Licenses, then Purchaser shall send written notice to Sellers and Escrow Agent that there are 3,600 Billable Seat Licenses, and Escrow Agent shall pay the entire Holdback to Sellers. If Purchaser determines that there are less than 3,600 Billable Seat Licenses, then Purchaser shall deliver the Purchaser's determination of the number of Billable Seat Licenses to Sellers and Escrow Agent. Sellers shall have 10 Business Days to decide whether to accept the Purchaser's determination. If Sellers reject Purchaser's determination, Sellers shall deliver the notice of rejection to Purchaser within 10 Business Days following receipt of Purchaser's determination. If Sellers either (1) accept the Purchaser's determination in a written notice, or (2) fail to deliver Sellers' rejection of Purchaser's determination within 10 Business Days following receipt of Purchaser's determination, then the Escrow Agent shall disburse the Holdback as allocated by Purchaser in Purchaser's determination. If Purchaser fails to deliver notice of Purchaser's determination to Sellers and Escrow Agent within 30 days following Closing, the Holdback shall be paid by Escrow Agent to Sellers. If Sellers reject the Purchaser's determination and the dispute cannot be resolved in good faith within 10 days after rejection by Sellers, the Parties shall hire an independent accounting firm to be paid by the Escrow Agent from the Holdback and approved by the Court in the Approval Order. The independent accounting firm shall have 30 days to establish the number of Billable Seat Licenses at Closing and to allocate the Holdback. The determination of the independent accounting firm shall be final and may not be challenged by any Party.

Section 2.08 Closing Deliveries by the Sellers. At the Closing, the Sellers shall deliver or cause to be delivered to the Purchaser:

(a) the Bill of Sale and such other instruments, in form and substance reasonably satisfactory to the Purchaser and the Sellers, as may be requested by the Purchaser to transfer the US Datanet Assets to the Purchaser or evidence such transfer on the public records;

(b) executed counterparts of the Assumption Agreement;

(c) a receipt for the Purchase Price;

(d) employment and/or non-compete agreement with Jay Mercier in form acceptable to Purchaser in its sole discretion; and

(e) such additional documents, instruments or certificates required to be delivered in connection with the obligations of the Sellers under this Agreement, or as the Purchaser or its counsel may reasonably request, including without limitation, certified copies of all orders of the Bankruptcy Court pertaining to this Agreements, such as the Approval Order and the Assignment Order.

Section 2.09 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver to the Sellers:

(a) the Purchase Price, less the amount of any Deposit and the Holdback, by wire transfer in immediately available funds to a bank account in the United States to be designated by the Sellers in a written notice to the Purchaser at least five Business Days before the Closing;

(b) the Holdback, by wire transfer or bank check, to Escrow Agent;

(c) executed counterparts of the Assumption Agreement; and

(d) such additional documents, instruments or certificates required to be delivered in connection with the Purchaser's obligations under this Agreement, or as the Sellers may reasonably request.

Section 2.10 Risk of Loss. Risk of loss shall pass to the Purchaser at the Closing. Except as otherwise specifically set forth in this Agreement, the Purchaser shall not assume or be responsible or liable with respect to any Liabilities of the Sellers.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Section 3.01 The Sellers hereby represents and warrants to the Purchaser as follows:

(a) Organization and Standing. Each Seller is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation. Subject to the approval of the Bankruptcy Court, each Seller has the requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(b) Title to and Condition of Assets. Except as set forth herein, each Seller owns and has good title to the US Datanet Assets owned by Seller and will convey to Purchaser title to the Assets free and clear of all Encumbrances.

(c) Components of the Business. To the best knowledge of Sellers, (i) the machinery, equipment and tangible property listed on Schedule 2.01(a) includes all tangible assets of Seller currently used by Sellers in the operation of the US Datanet Business, (ii) the intangible assets includes all of the material intangible assets currently used by Sellers in operation of the US Datanet Business, and (iii) the Contracts listed on the February 27 List constitutes all executory contracts and unexpired leases of Sellers other than contracts with customers of Sellers.

(d) Absence of Litigation. There are no lawsuits, claims, or proceedings pending against any Seller: (i) which challenge the legality or propriety of the transactions contemplated by this Agreement or, (ii) in respect of the US Datanet Assets or the US Datanet Business.

(e) Permits, Etc.; Violations. All permits, certificates, licenses, approvals, consents and other authorizations held by the Sellers with respect to the operation of the US Datanet Business as of the date of this Agreement shall be provided by the Sellers to the Purchaser within 2 business days following acceptance of Purchaser as a Qualified Bidder under the Sales Procedure Order. To the best knowledge of Seller, the Business is currently operated in material compliance with applicable Laws.

(f) Employees. Sellers have (or prior to entry of the Approval Order shall have) delivered to Purchaser a list that accurately and completely sets forth: (A) the names of each person currently on the payroll of Sellers relating to the US Datanet Business, together with a statement of the amount paid or payable to each such person for such services and the job title of each person; (B) the bonus arrangements, if any, for each such employee; (C) employee's accrued vacation and sick time; and (D) any other material compensation or personnel benefits or policies in effect including, without limitation, health insurance policies and pension plans, if any. Sellers have no liability to any employee for unpaid salary or other benefit other than accrued vacation and sick time, all of which will be paid by Sellers. No Seller has a written employment agreement with any employee and each Seller can terminate the services of any employee at will and without paying any severance pay.

(g) Environmental Matters and OSHA. Sellers have not received any written notice of any material violation of environmental laws or OSHA with respect to the Business, the US Datanet Assets, which violation has not been cured or corrected as of the date hereof.

(h) Contracts. Sellers are parties to all Contracts necessary for the operation of the US Datanet Business and there are no defaults in the Contracts other than as set forth in the February 27 List or any objections filed by Counterparties that have not been either settled or overruled.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 4.01. The Purchaser hereby represents and warrants to the Sellers as follows:

(a) Organization and Authority of the Purchaser. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated by this Agreement and thereby. The execution and delivery by the Purchaser of this Agreement and the Ancillary Agreements to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated by this Agreement and thereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been, and upon their execution the Ancillary Agreements to which the Purchaser is a party shall have been, duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Sellers) this Agreement constitutes, and upon their execution the Ancillary Agreements to which the Purchaser is a party shall constitute, legal, valid and binding obligations of the Purchaser.

(b) Financing. The Purchaser has all funds necessary to consummate all the transactions contemplated by this Agreement.

(c) Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

ARTICLE V
ADDITIONAL AGREEMENTS OF SELLERS

Section 5.01 Conduct of Business Prior to the Closing. Sellers covenant and agree that, except as required by the Bankruptcy Code or with the prior written consent of the Purchaser, between the date hereof and the time of the Closing, Sellers shall:

(a) not take any action inconsistent with the transactions contemplated hereby;

(b) not permit any Material Adverse Effect, and shall inform the Purchaser immediately of the occurrence of any Material Adverse Effect;

(c) cooperate with the Purchaser in taking all actions or causing to be taken all such action as is necessary to ensure the continued obligations, as those obligations may be modified on the terms set forth in Section 6.02, of the Counterparties to each of the US Datanet Contracts;

(d) not amend any US Datanet Contracts, nor waive, release, or discharge any party's obligations thereunder, nor dispose of, transfer, assign, charge or encumber any of the US Datanet Assets or permit rejection of any US Datanet Contract;

(e) continue to operate the US Datanet Business in the ordinary course of business;

(f) not amend any US Datanet Contract nor dispose of, transfer, or assign any of the US Datanet Assets except for inventory processed or sold in the ordinary course of business;

(g) maintain Sellers' records and books of account in a manner that fairly and accurately reflects transactions relating to the US Datanet Business;

(h) between the date of execution of this Agreement and the Closing Date, comply in all material respects with all Laws and Governmental Orders applicable to the US Datanet Assets and US Datanet Business, and promptly, following receipt thereof, give the Purchaser copies of any notice received from any Governmental Authority or other Person alleging any violation of or any Liability under any such Law or Governmental Order, to the extent the alleged violation or Liability relates to the US Datanet Assets, the US Datanet Business or the Assumed Liabilities or could reasonably have a Material Adverse Effect;

(i) not increase in any manner the compensation of any employees of Sellers principally employed in operating the US Datanet Business (other than regularly scheduled increases to employees in the ordinary and usual course of business); pay any bonuses, pay or agree to pay to such employees any pension or retirement allowance not required by any existing plan, or undertake any commitment to implement, maintain, or continue any pension, retirement, or profit-sharing plan or agreement or employment agreement with or for the benefit of any officer, employee, or other person;

(j) not dispose of or permit the lapse of any license or permit pertaining to the US Datanet Business;

(k) not remove any machinery, equipment, or other tangible personal property from any location where this property is currently located (other than inventory in the ordinary course of business);

(l) not do or suffer to be done any act or event or otherwise engage in any activity or enter into any transaction that would be inconsistent in any material respect with any of the representations, warranties, or covenants of Sellers set forth in this Agreement, as if those representations, warranties, and covenants were made after the activity or transaction and all references to the date of this Agreement were deemed to be the later date; and

(m) maintain fully function operating networks that constitute the US Datanet Business.

Section 5.02 Access to Information. From the date hereof until the Closing, upon reasonable notice and at Purchaser's reasonable expense (which amount shall be agreed to in

writing by the Parties prior to the taking of any action pursuant to this Section 5.02), the Sellers shall use reasonable good faith efforts to cause the Sellers and each of the Sellers' employees, agents, representatives, accountants and counsel to: (i) afford the officers, employees, agents, accountants, counsel and representatives of the Purchaser reasonable access, during normal business hours, to the offices, properties, plants, other facilities, books and records of the Sellers relating to the US Datanet Assets or US Datanet Business, and to those employees, agents, accountants and counsel of the Sellers who have any knowledge relating to the Sellers or the US Datanet Assets and US Datanet Business and (ii) furnish to the officers, employees, agents, accountants, counsel and representatives of the Purchaser such additional financial and operating data and other information regarding the assets, properties, liabilities and goodwill of the US Datanet Assets or US Datanet Business as the Purchaser may from time to time reasonably request.

Section 5.03 Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

ARTICLE VI CONDITIONS TO CLOSING

Section 6.01 Conditions to Obligations of the Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. The representations and warranties of the Purchaser contained in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date, the covenants and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing Date shall have been complied with in all material respects, and the Sellers shall have received a certificate from the Purchaser to such effect signed by a duly authorized officer of the Purchaser.

(b) Ancillary Agreements. The Purchaser shall have executed and delivered to the Sellers each of the Ancillary Agreements to which it is a party.

(c) Orders of the Bankruptcy Court. The Approval Order and Assignment Order shall be in form reasonably acceptable to the Sellers, shall have been entered and shall be in full force and effect as of the closing. The Approval Order and the Assignment Order shall duly authorize the Sellers to take all actions and execute all documents and instruments that Sellers deem necessary to close and effectuate the transactions that are the subject of the Agreement.

(d) Payments by Purchaser. All payments required to be made by the Purchaser as of the Closing shall have been made, and Purchaser shall have satisfied all

obligations to third parties and satisfied other requirements as of the Closing Date, as may be set forth in the Approval Order and Assignment Order or this Agreement.

(e) Purchaser's Conditions. The conditions to Purchaser's closing have been satisfied or waived on or before April 1, 2009.

(f) Consents and Approvals of Governmental Authority. The Purchaser and/or Seller shall have received written consents of the Federal Communications Commission and the New York Public Service Commission, if necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements (including, without limitation, transfer of all the US Datanet Assets and US Datanet Business to Purchaser). If notices or other Action of any kind are required by Law, all notices have been timely given and all other Actions have duly occurred.

Section 6.02 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver, at or prior to the Closing, of each of the following conditions:

(a) Modification of Selected US Datanet Contracts. The applicable Counterparties to each of the Selected US Datanet Contracts shall have consented to the modifications to the terms of the Selected US Datanet Contracts on terms and conditions acceptable to Purchaser with respect to each such contract (including a waiver or modification of Cure Amounts thereunder or any defaults incurred, or payments or other expenses incurred, prior to the Closing); provided, however, that, any Contract for which the consent to modification cannot be obtained prior to the hearing on the approval of the Assignment Order may, at Purchaser's sole discretion, be excluded by the Purchaser and shall not be deemed a US Datanet Contract for all purposes of this Agreement; provided further, that, subject to Section 6.02(b), the Purchase Price shall not be reduced as a result of the failure by the Purchaser to accept a US Datanet Contract, except with the consent of Sellers or the Court.

(b) Total Cure Amounts. The total of all Cure Amounts, as modified pursuant to Section 6.02(a), does not exceed \$250,000.

(c) Representations, Warranties and Covenants. The representations and warranties of the Sellers contained in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date, the covenants and agreements contained in this Agreement to be complied with by the Sellers on or before the Closing Date shall have been complied with in all material respects, and the Purchasers shall have received a certificate from the Sellers to such effect signed by a duly authorized officer of the Sellers.

(d) Consents and Approvals of Governmental Authority. The Purchaser and/or Seller shall have received written consents of the Federal Communications Commission and the New York Public Service Commission, if necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements (including, without limitation, transfer of all the US Datanet Assets and US Datanet Business to Purchaser). If

notices or other Action of any kind are required by Law, all notices have been timely given and all other Actions have duly occurred.

(e) Consents and Approval of Counterparties. Purchaser shall have received all Counterparty consents to modifications required by Purchaser under all Selected US Datanet Contracts by April 1, 2009 and shall have received an Assignment Order prior to Closing with respect to all US Datanet Contracts designated for assumption and assignment prior to Closing.

(f) Orders of the Bankruptcy Court. The Approval Order, approving the sale of the US Datanet Assets to the Purchaser on the terms set forth herein, and the Assignment Order, assuming and assigning to the Purchaser at the Closing Date all of the US Datanet Contracts, shall have been entered by the Bankruptcy Court and shall have become a Final Order, and the Approval Order and Assignment Order shall not have been modified or amended, and a certified copy of all orders of the Bankruptcy Court pertaining to this Agreement, including the Approval Order and the Assignment Order, shall have been delivered to Purchaser by or on behalf of the Sellers.

(g) Material Adverse Effect. There shall not have occurred any Material Adverse Effect with respect to the US Datanet Assets, the US Datanet Business, or US Datanet Contracts on or at any time after the date of this Agreement.

(h) Ancillary Agreements. Sellers shall have executed and delivered to the Purchaser the Ancillary Agreements.

(i) Employment Agreement and Other Employment Matters. Purchaser has entered into an employment agreement with Jay Mercier on terms satisfactory to Purchaser in its sole discretion.

(j) Other Obligations. Sellers shall have satisfied all obligations to third parties and satisfied all other requirements as of the Closing Date, or as may be set forth in the Approval Order and Assignment Order.

(k) Qualified Bidder. Purchaser shall have been properly designated as a Qualified Bidder on or before the date of the auction of any assets subject to this Agreement.

(l) Additional Information. Sellers shall have provided to Purchaser within 5 days prior to Closing: (i) monthly unaudited balance sheets, income statements and cash flow statements for all months following September, 2008 up to and including the month prior to the month in which the Closing occurs, provided that if the Closing occurs before the 15th day of a month, this information shall be deemed current if provided for the month prior to previous month; (ii) copies of all invoices representing claimed obligations of Sellers for the period beginning as of January 1, 2009 and ending 5 days prior to Closing; and (iii) copies of all invoices to customers of Sellers for the period beginning as of January 1, 2009 and ending 5 days prior to Closing.

ARTICLE VII
TERMINATION, AMENDMENT AND WAIVER

Section 7.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the Purchaser, if the Bankruptcy Court (i) approves a sale of all or any portion of the US Datanet Assets to a bidder or a Person other than the Purchaser, (ii) declines to approve the sale of the US Datanet Assets to the Purchaser on the terms set forth herein; (iii) enters an order approving the sale of the US Datanet Assets to the Purchaser that is not reasonably acceptable to the Purchaser, (iv) declines to approve the assumption and assignment of any of the US Datanet Contracts, (v) enters an order approving the assumption and assignment of the US Datanet Contracts that is not reasonably acceptable to the Purchaser; or (vi) declines to find that Purchaser is a Qualified Bidder;

(b) by the Purchaser, if, between the date hereof and the Closing, (i) an event or condition occurs that has resulted in a Material Adverse Effect; (ii) the Sellers shall not have complied in all material respects with the covenants or agreements contained in this Agreement; or (iii) a condition set forth in Section 6.02 has not been satisfied or did not occur when required under Section 6.02;

(c) by the Purchaser, if the representations and warranties of Sellers are untrue in any material respect;

(d) by Purchaser, if there is a material change in the Sales Procedure Order which would allow a prospective bidder other than Purchaser to bid on the US Datanet Assets or US Datanet Business, even though such prospective bidder did not submit a bid by March 9, 2009 at Noon;

(e) by the Sellers, if (i) any representations and warranties of the Purchaser contained in this Agreement shall not have been true and correct in all material respects when made; or (ii) the Purchaser shall not have complied in all material respects with its covenants or agreements contained in this Agreement;

(f) by either the Sellers or the Purchaser if the Closing shall not have occurred by 30 days following entry of the Approval Order; provided, however, that the right to terminate this Agreement under this Section 7.01(f) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(g) by either the Purchaser or the Sellers in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such order, decree, ruling or other Action shall have become final and nonappealable, or any Governmental Authority has failed to act within the period required by Law or under the regulations or guidelines promulgated by any such Governmental Authority; or

(h) by the mutual written consent of the Sellers and the Purchaser.

Section 7.02 Effect of Termination.

(a) In the event of termination of this Agreement as provided in Section 7.01, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except if this Agreement is terminated pursuant to Section 7.01(a), (b), (c), (d), (f), (g), or (h) and not because of a breach of this Agreement by the Purchaser, the Deposit (including all interest earned thereon) shall be returned to the Purchaser on the next business day after such termination, and if this Agreement is terminated pursuant to Section 7.01(e) the Deposit (including all interest earned thereon) shall be forfeited to the Sellers as liquidated damages and neither the Purchaser nor any of its Affiliates (nor any of their respective officers, directors, employees, agents or other representatives) shall have any further liability hereunder.

(b) Notwithstanding anything to the contrary in Section 7.02(a), Sellers shall be liable to Purchaser for Purchaser's reasonable out-of-pocket expenses up to an aggregate of \$50,000 in the event this Agreement is terminated pursuant to Section 7.01(b), (c) or (d) as liquidated damages and the Sellers shall have no further liability hereunder.

Section 7.03 Amendment and Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Sellers and the Purchaser. Either Party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other party pursuant hereto; or (c) waive compliance with any of the agreements of the other party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver, amendment or modification of any term or condition shall not be construed as a waiver, modification or amendment of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver, modification and amendment of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

ARTICLE VIII
ACCOUNTS RECEIVABLE COLLECTION

Section 8.01 Accounts Receivable Management. Within 5 days after Closing, Sellers shall provide to Purchaser a list of aged accounts receivable by invoice as of Closing. For 90 days following the Closing, Purchaser shall, and shall cause the employees of Purchaser to (i) fully cooperate with Sellers and the Creditors Committee or designated representatives in Sellers collection of accounts receivable of Sellers as of Closing, (ii) provide Sellers and the Creditors Committee with full access to the details of documentation, records and receipt of payments related to Sellers' accounts receivable as of Closing, and (iii) cause all payments received from a party who has an accounts receivable balance owing to Sellers as of Closing to be applied on an invoice specific basis. In the event a payment that is received is not invoice specific, then Purchaser shall contact the payor and ask for an allocation; if no allocation is provided by payor, then the payment shall be applied first to the oldest outstanding good and non-disputed (by payor, in good faith) invoice owed to the Purchaser or Sellers and then to the next oldest

until fully applied. Any account receivable of Sellers received or collected by the Purchaser shall be remitted to Sellers within 5 business days after receipt and any account receivable of the Purchaser received or collected by Sellers or a representative shall be remitted to the Purchaser within 5 business days. The parties will act in good faith to allocate and adjust payments of Sellers' accounts receivable and Purchaser's accounts receivable as of the Closing Date, and invoices contain billings allocable among Sellers and Purchaser shall be allocated ratably as of the Closing Date. The recipient shall send such payments in the actual form received (unless included in a single payment with amounts due also to the recipient). Purchaser shall not and shall cause the employees of Purchaser to not in any manner whatsoever modify or adjust Sellers' accounts receivable balances, including, without limitation, credit notes, chargebacks or consent to resolve disputes without consent of the Sellers and the Creditors Committee. Purchaser shall from and after the Closing (i) maintain separate documentation and records related to Sellers' accounts receivable, (ii) provide Sellers and the Creditors Committee with a monthly report not later than fifteen (15) days after the end of the immediately prior month reflecting on a customer-by-customer basis all collections, chargebacks, disputes, credits, and other relevant matters related to Sellers' accounts receivable, and (iii) provide Sellers and the Creditors Committee remittance vouchers and a cash receipts journal related to Sellers' accounts receivable.

ARTICLE IX GENERAL PROVISIONS

Section 9.01 Expenses. Except as otherwise provided in Section 7.02, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 9.02 Survival of Representations and Warranties. The representations and warranties contained in this Agreement and the Ancillary Agreements shall survive through and including the Closing Date, except with respect to the Holdback, which shall survive until payment of the Holdback as required by this Agreement. Neither the period of survival nor the liability of a Party with respect to the Party's representations and warranties shall be reduced by any investigation made at any time by or on behalf of the other Party. If written notice of a claim has been given prior to the expiration of the applicable representations and warranties by one party to the other, then the relevant representations and warranties shall survive as to such claim, until such claim has been finally resolved.

Section 9.03 Sales Taxes. All sales taxes, if any, payable in connection with the sale, conveyance, assignments, transfers and deliveries to be made to the Purchaser hereunder shall be borne by the Purchaser. Sellers shall collect the sales tax, file all applicable sales tax returns and remit payment to the applicable governmental authority. Except for the sales taxes under this Section 9.03, any and all other Taxes of Sellers of any kind and description are Excluded Liabilities.

Section 9.04 Notices. All notices, requests, Claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed

to have been duly given or made upon receipt) by delivery in person, by a recognized overnight courier service, by telecopy or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.04):

if to the Sellers: USA Datanet Corporation
(address to be provided to Purchaser in writing prior to Closing)
Attn: David M. Montanaro

With a copy to: Harter Secrest & Emery LLP
1600 Bausch and Lomb Place
Rochester, NY 14604
Facsimile: (585) 232-2152
Attn: John R. Weider, Esq.

if to the Purchaser: Warwick Valley Mobile Telephone Company, Inc.
47 Main Street
Warwick, NY 10990-0592
Telephone: (845) 986-8080
Fax: (845) 986-6699
E-mail: k.volz@wvmtc.com
Attention: Kenneth Volz

with a copy to: Robert K. Weiler, Esq.
Green & Seifter, Attorneys, PLLC
One Lincoln Center
110 W. Fayette Street
Syracuse, NY 13202-1387
Telephone: (315) 422-1391
Fax: (315) 423-2870
E-mail: rweiler@gslaw.com

Notice shall be effective upon receipt.

Section 9.05 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

Section 9.06 Entire Agreement. This Agreement and the Ancillary Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and

thereof and supersede all prior agreements and undertakings, both written and oral, between the Seller and the Purchaser with respect to the subject matter hereof and thereof.

Section 9.07 Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the Sellers and the Purchaser (which consent may be granted or withheld in the sole discretion of the Trustee or the Purchaser); provided, however, that the Purchaser may assign this Agreement or any of its rights and obligations hereunder to one or more Affiliates of the Purchaser without the consent of the Sellers but only if Purchaser remains obligated under this Agreement in all respects.

Section 9.08 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement or any employment benefit whatsoever.

Section 9.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively by the Bankruptcy Court. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter relating to this Agreement or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter and in such event, each of the parties irrevocably and unconditionally consents to the jurisdiction of any state or federal court sitting in the State of New York, Onondaga County, for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto.

Section 9.10 Waiver of Jury Trial. Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each of the parties hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other party hereto have been induced to enter into this Agreement and the transactions contemplated by this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.10.

Section 9.11 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.12 Counterparts. This Agreement may be executed and delivered (including by facsimile or pdf e-mail transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

US DATANET CORPORATION

By: David M. Montanaro
Name: DAVID M. MONTANARO
Title: PRESIDENT + CEO

USD CLEC, INC.

By: David M. Montanaro
Name: DAVID M. MONTANARO
Title: PRESIDENT + CEO

USD MANAGEMENT AND NETWORK SERVICES, INC.

By: David M. Montanaro
Name: DAVID M. MONTANARO
Title: PRESIDENT + CEO

PURCHASER:

WARWICK VALLEY MOBILE TELEPHONE COMPANY, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS:

US DATANET CORPORATION

By: _____
Name: _____
Title: _____

USD CLEC, INC.

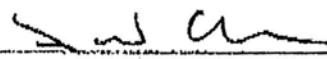
By: _____
Name: _____
Title: _____

**USD MANAGEMENT AND NETWORK SERVICES,
INC.**

By: _____
Name: _____
Title: _____

PURCHASER:

**WARWICK VALLEY MOBILE TELEPHONE
COMPANY, INC.**

By: 
Name: Duane W. Albano
Title: President

SCHEDULE 2.01a

USA Datanet

Based Upon Depreciation Expense Report as of September 30, 2008

000006 Office Max Furniture	000 02/23/99
000010 Office Max Furniture	000 07/12/99
000013 Office Furniture Concepts Furniture	002 09/15/99
000014 Office Furniture Concepts Furniture	002 10/01/99
000016 Home Depot Ceiling Fans	000 10/03/99
000018 Frontgate Popcorn Machine	000 10/10/99
000020 Home Depot Cabinets	000 10/17/99
000023 Office Furniture Concepts Furniture	002 11/01/99
000024 Office Max Cabinets	000 11/01/99
000026 Landscaped Int. Plants & Planters	000 11/02/99
000027 Pier 1-4 tablelamps	000 11/02/99
000028 Sam's Club Soda Machine	000 11/02/99
000029 Landscaped Int. Plants & Planters	000 11/04/99
000030 Office Max-9 Chairs	000 11/04/99
000031 Pier 1 Table Lamps	002 11/04/99
000032 Dunk & Bright Counter Stools	000 11/11/99
000033 Shehadi rugs	002 11/11/99
000034 Ianuzi - 24 Task Chairs	000 11/17/99
000035 Office Max-2 Leather Chairs	000 11/22/99
000036 Hurbson's Lateral File Cabinets	000 11/22/99
000037 Flex Steel Venetian Blinds	000 11/29/99
000300 Flex Steel Venetian Blinds	000 01/20/00
000301 Eastwood Glass-Conf Room Table Glass Replacement	000 04/06/00
000303 Office Furniture Concepts-Office Build Out	000 04/14/00
000304 Computer Comforts-2 Workstations -Switch Room	000 07/19/00
000305 Reclass Nacho Machine from other Equip, to Furn. S Fixtures	000 10/31/00
000420 Office Furniture- 3rd Floor Cubes/Panels/Supports/etc.	000 03/21/00
000504 Office Furniture-4th Floor Panels/High&Low Brackets/Supports/ Flat Plates	000 01/19/01
000512 Office Furniture Concepts Inc. Panels for 4th Floor	000 04/26/01
000543 Hurbson's Office Furn. for 5th Fl.	000 05/01/01
000544 Hurbson's Office Furn. for 5th Fl.	000 05/01/01
000545 Dunk-N-Bright furn. for 5 th Fl.	002 05/15/01
000546 Edward Joy Electric for 5th Fl. Lighting	002 05/16/01
000547 Hurbson's Office Furn. for 5th Fl.	002 05/17/01
000548 Hurbson's Office Furn. for 5th Fl.	000 05/17/01
000549 Hurbson's Office Furn. for 5th Fl.	000 05/17/01
000550 Hurbson's Office Furn. for 5th Fl.	000 05/17/01
000551 Hurbson's Office Furn. for 5th Fl.	000 05/17/01
000552 To Reclass Office Furn. Concepts out of Deposits & into fixed Assets	000 05/30/01
000559 Hurbson's Task Chairs for 4 th Fl.	000 05/17/01

000560 M&T Bank Frank C. May CC Pottery Barn 5 th fl.	000 05/31/01
000561 Syracuse Signage, Inc. Usadatanet Sign 5th Floor	000 06/04/01
000562 Hurbson's Office Furn. 5th Fl. Exec, Dinning Table	000 06/05/01
000563 Lanuzi- Mahogany Con. Room Board 5th	000 06/07/01
000564 Dunk & Bright furn.-2 Chairs For 5th Fl.(Bal. on Orig. Order)	000 06/13/01
000565 Visual Tech.- Audio/Video/Conferencing Equip., for 5th Fl.	000 06/22/01
000566 M&T Bank-Frank C. Credit Card	002 06/30/01
000584 Lanuzi- 4 Drawer Fire Proof File Cabinet & Paper Supplies 3rd Fl.	000 08/22/01
000585 Hurbson's-Book Shelf & File Cabinet for 5th Fl.	000 08/24/01
000597 Hurbson's 1 Aeron Arm Chair	000 09/11/01
000598 Hurbson's (2) 2 Drawer 37x20 Lateral File Dark Mahogany	000 09/18/01
000600 N&H Doors 2-Double Swing & Shipping	000 09/26/01
000601 Robert's Office File Cabinets and Shelves for 3rd Floor	000 09/27/01
000636 Hurbson 1 Lat. File Cabinet	000 12/30/01
000641 8/31 ADJCS-A	000 08/31/01
000651 Hurbson's Overhead Hutch	000 01/16/02
000666 Table; Barstools 3rd Flr Kitchen	000 10/10/03
000672 Office Furniture 5th Floor	000 02/26/02
000715 18 Cu Ft. Top Mount Refrigerator	000 07/08/02
000717 Tackboard for Hutch/Task Lite for Hutch/Hinged Door	000 07/23/02
000784 Hardwood Desk For Reception Area	000 12/30/02
000790 5 Drawer Lateral File/Front & Back Bars for File/3 Drwr. Lateral File	000 01/15/03
000791 Four Drawer Lateral File bevel pull/18x36 top for lateral file	000 01/28/03
000792 Furniture From Sun Microsystems	000 01/22/03
000803 Multi-Function Tilter/Side Chair/Chair Mat	002 03/17/03
000804 Hutch/Cabinet	000 03/20/03
000807 Office Furniture for CEO Office/ Drawer for Corp. Office	000 03/13/03
000808 Panels/Desks/Shelves/Lights	000 03/17/03
000824 Furniture	000 03/31/03
000833 Gazelle arm chair, desk task light install, 4 drawer lateral file cabinet	000 04/07/03
000834 chair for Sara, drawer for exec. desk, 5 dr. lateral for finance dept.	000 04/28/03
000835 2nd Floor Chairs, Chair Mat	000 04/07/03
000854 Admin Body Fit Chair	000 05/01/03
000862 5 Drawer Lateral For Finance Department	000 05/16/03
000864 Conference table by Hurbson Office Furniture, Inc.	000 06/02/03
000896 Office furn.-Denise's Office 5th Flr	000 09/05/03
000897 Office furn. New Exec Admin-5th Flr	000 09/05/03
000909 Chair 5th Floor Exec Secretary	000 10/20/03
000910 5 th Fl. receptionist 2 drwr cabinet	000 10/20/03
000919 Oak Table & Bar stools 3 rd Flr. kitchen	
000926 Awards Tower Showcase	000 12/01/03
000930 5th Flr Furniture	000 01/27/04
000963 Window Treatment	000 03/31/04
000964 5th Flr Rugs	000 03/31/04
000972 ISP Growth Equipment	000 04/08/04

000979 2nd Flr Reconfiguration	000 04/22/04
000991 Misc furn. Items	000 05/27/04
001023 2nd Flr & 5th Flr Expansion	000 07/01/04
001039 3rd Flr Reconfiguration	000 09/01/04
001066 Accrue Sedgwick Hurbson's Bus Int Inv. 29341	000 05/28/04
001073 3rd Flr Rug & Installation	000 02/15/05
001110 Tables & Chairs For 2nd Flr Training	000 04/30/05
001166 Executive Desk	000 02/28/06
001246 SMC Cabinets	000 11/30/06
001257 Black Lateral File For St Tower	000 01/26/07
001315 SMC Colocation Cabinets	000 09/20/07
001319 Rochester Office Setup	000 09/30/07
000305 John Torrens Lease On Digital Telephone Simulator	000 01/12/00
000308 Nuestar	000 01/15/00
000310 All Tel Supply, Inc.	000 01/24/00
000311 Network System Integrators Inc.	000 01/25/00
000315 Precision Communication Serv. Invoice Date 6/4/00	000 02/01/00
000316 ATT & T	000 02/01/00
000317 CD Source- Custom CDRw/Data Load	000 02/01/00
000323 John Torrens-Lease on Digital Telephony Simulator	000 02/12/00
000325 Anicom Inc.- 10 rolls/70bnc ends	000 02/22/00
000327 Anicom Inc.-10 rolls/70bnc ends	000 03/06/00
000328 Anicom Inc. 12 Strand Fiber Cable	000 03/07/00
000329 All Tel Supply	000 03/01/00
000330 Anicom Inc. Coax Cable	000 03/08/00
000331 M&T Bank NA	000 03/12/00
000332 John Torrens- Lease On Digital Telephony Simulator	000 03/14/00
000333 PICS-Telecom-Cisco 48 Port	000 03/15/00
000334 NeuStar- Ann Maintenance Contract	000 03/15/00
000335 Solunet, Inc.-t1 Port Cards	000 03/17/00
000339 Solunet, Inc.	000 03/31/00
000341 Solunet, Inc.	000 04/04/00
000343 Telcordia Tech., Inc.	000 04/05/00
000344 Netsurfer/One Month @ \$2675 mo.	000 04/11/00
000346 John Torrens- Lease On Digital Telephony Simulator	000 04/13/00
000348 Sonus Networks-Phase 1 Base Sys.	000 04/14/00
000349 Sonus Networks Phase 2 Remote Nodes	000 04/14/00
000350 Greater Syr. Moving & Storage 3-Skids(Telecom. Equip.)	000 04/18/00
000351 Frontier Net. Sys. 1 Newbridge 3600	000 04/19/00
000352 Alltel Supply	000 04/25/00
000354 Solunet, Inc. Hdlc Adtran 800	000 04/30/00
000356 Telcordia Tech., Inc.	000 05/03/00
000357 Logical Net 5200 on Loan	000 05/09/00
000358 Netsurfer/1mo. @ \$2675/Mo.	000 05/11/00
000359 NeuStar- Ann. Maintenance True Up Invoice	000 05/15/00

000360 Sonus Net, Phase 1 Base System	000 05/23/00
000362 NEC Bus. Comm. Inc. Cisco Modem Card/Techlic/Ort Lic.	000 05/30/00
000365 Logical Comm. Serv. 22 Panduit Vert, Rack Mount Wire Mgmt.	000 06/01/00
000368 Sonus Net, Phase2 Remote Nodes	000 06/01/00
000369 Telcordia Tech., Inc.	000 06/05/00
000373 Solunet, Inc. 1 Adtran 800/2-4 Port PRI Cards	000 06/21/00
000374 Sonus Net. GSX9000 Sys.	000 06/22/00
000375 E-Tel Corp. 1 Free Ride Tlt Volp Tete. Eva. Kit	000 06/28/00
000377 NEC Bus. Comm. Sys. Inc. Void 36411	000 10/31/00
000378 M&T- Frank C. Uhaul for Equip. Deliv./Server	000 06/30/00
000380 Area Call Tech. ACT-Box	000 07/07/00
000383 Sonus Net. Phase 1 Base Sys.	000 08/07/00
000388 Sonus Net. Service Upgrade on 18GB Disks	000 09/07/00
000390 Solunet, Inc. Adtran DS3 Module	000 09/27/00
000391 Solunet, Inc. 1 Adtran DS3 Module	000 10/05/00
000395 Global Crossing Bandwidth, Inc. 11/10 Invoice	000 10/31/00
000400 Sonus Networks 3GSX 90001 Port T3 Adapter	000 12/26/00
000499 AVR Electric Install 30 Coax Cable & 1 Fiber Cable to Basement	000 05/31/00
000507 Sonus-3 T-3 Cards/2016 Softswitch	000 02/14/01
000510 Frontrunner Net. Sys. (spa-24-prtba-bopri-nec. spa-24-prtba-b-pri-adpt lot of 20)	000 01/24/01
000514 Alex Pusztai- Fiber Connettoe Term, Runs to Global in Basement	003/11/01
000516 NEXT- Freight Charges For SUN Equip, On Lease	000 03/28/01
000517 NEXT-Freight Charges For SUN Lease	000 03/28/01
000518 M&T Bank Sue F. March CC Global Tech.	000 03/31/01
000520 Network Sys. Intergrators Hardware/Software & Labor for Callegra Voice	000 04/04/01
000523 Sonus Networks T3 Card	000 04/12/01
000525 Sonus Networks Sun Serial Cards w/Cables/Upgrade to Duel Ce	000 04/17/01
000558 Sonus Networks T3 Server T3redundancy Adapter/T3 Interface Set	000 05/29/01
000567 Wesco Dis. Rapier Layer 3 Switch	000 06/06/01
000574 Sonus Networks-1DS3 Card w/Adapter	000 07/18/01
000586 Pingtel- Switch Room Supplies PO # 21177	000 08/01/01
000602 Sonus-Cards And Modules For the Switch	000 09/19/01
000603 Sonus-Maintenance For Switch	000 09/25/01
000609 Sonus- 2016 softswitch license (voip trunking based) &1 polsw-P Lab	000 10/01/01
000610 AVR- Labor & Materials for New Wiring in State Tower Switch Rooms	000 10/08/01
000611 AVR- Cables & Install of Fiber Cable in State Tower Switch Room	000 10/08/01
000629 2IPNIX Chassis, 4-4 Port T-1 Module	000 11/14/01
000631 Sunrise Telecom Misc. Equip.	000 12/01/01
000632 Spectracom Corp. GPS Reference Source	000 12/06/01
000634 Install Chassis	000 12/30/01
000635 DS3 Cards License	000 12/30/01
000652 Sonus Upgrade To Switch	000 01/07/02

000653 Sonus On Site Upgrade w/ Travel & Expenses	000 01/22/02
000663 Sonus T-3 Interface Set & Softswitch Software License	000 01/25/02
000665 T3S Interface Set And Softswitch Licenses	000 02/22/02
000667 Callegra Voice Mail,8port Analog & Install	000 02/26/02
000668 Modems (1344 Port Chassis)	000 02/26/02
000669 Sonus T3 Cards w/Echo	000 02/26/02
000673 Spectracom Model 8189 & 8228	000 03/20/02
000674 CNS100301214689	000 03/21/02
000680 Sonus T3S-N Interface, POLSW-P License	000 03/22/02
000681 PIX:525UR,VPN-3ES,1FE	000 03/20/02
000683 Sonus Equipment GSX-9000	000 03/21/02
000684 CON-SNTP:PIX525UR,PIX525FO	000 03/22/02
000685 CVPN3005-E/FE-BUN	000 03/27/02
000690 T3 Interface Set/Software License	000 04/30/02
000691 735 Cable (6 Pack Coax Cable)	000 04/20/02
000694 Sonus G8M-HTXB2-16 16port 100base	000 05/02/02
000695 Wildpackets-EPWNX2-Etherpeek NX Level 1 - 2 Yr. Maintenance	000 05/16/02
000696 Sonus-T3s-R Redundant Interface Set/POLSW-P Softswitch Software License	000 05/31/02
000697 Insight- FJ388557-18.4GB SCSI Hard Drive-MAN3184MP	000 05/31/02
000703 Provide And Install Wallboard And Deliver Phones, Cards And X-Connect	000 02/22/02
000704 Sonus-GSX Base Software	000 06/27/02
000705 Sonus - T3 Interface Set/Software Switch License	000 06/26/02
000706 PICS Telecom-Intermedia Gear	000 06/11/02
000710 UPL-220-026/Trompeter Connectors/Transportation	000 06/24/02
000711 Telect Chassis -16 Position/Telect Modules - DS3 Interface	000 07/17/02
000718 Interface Set/Softswitch Software License	000 07/26/02
000720 Implementation Fee - Monthly Charge	000 08/08/02
000721 1344 Modems-Nortel CDX1800	000 08/14/02
000730 Indigo Xpressa/Integration of Sip xchange/Software-Seats/Power Transformer	000 08/28/02
000732 T3 Interface Set	000 08/31/02
000737 Edgelink 100	000 09/30/02
000741 Overpayment of Freight On Asset #721	000 09/01/02
000742 Onsite Technical Support/Travel & Expense Fee	000 10/01/02
000744 Sun 4500 Server	000 10/01/02
000749 Polycom 6300-4 (Purchased 10)	000 10/09/02
000750 Polycom 6200-8 - IP IAD (Purchased 20)	000 10/09/02
000751 SUN Netra 1400 (Servers) Purchased 4	000 10/09/02
000752 SUN Netra Storage Drives	000 10/09/02
000754 Sonus GSX9000	000 10/09/02
000756 Cisco 2900	000 10/09/02
000757 Cisco IP Phones Purchased 10	000 10/09/02
000758 IP Routers with Spares	000 10/09/02

000759 CACM13 Multiplexers	000 10/09/02
000760 Juniper Spares	000 10/09/02
000761 BGI-Budget RAC Ryder-Transport Equip. from NJ to Syr. Pkg. Supplies	000 10/25/02
000762 T3cards/POL-SW/PSX License	000 11/01/02
000766 Network Applications F740/7x18GB Disk Shelves	000 11/08/02
000772 T3 cards for Sonus Switch - for More Lines	000 11/22/02
000777 Softswitch Upgrade License	000 12/12/02
000780 Sonus T3 Cards w/echo cancel. front & back card	000 12/17/02
000781 CNS30/CNA30 Card Sets	000 12/16/02
000782 T3-N/T3 Cards PSX License	000 12/09/02
000783 Conferencing Bridge Hardware	000 12/01/02
000786 Multilink System For 96 Additional Ports	000 12/30/02
000787 T3-N/T3cards/POL-SW/PSX License	000 01/21/03
000788 Juniper IP Router	000 12/28/02
000789 G8M-HTXB2-16/16 Port 10/100 TX Module	000 01/15/03
000795 Riverston 10/100/Big Iron 8000 Cards	000 02/10/03
000796 Complete CVX1800 Access Router Nortel	000 02/06/03
000797 Complete CVX 1800 Access Router Nortel	000 02/06/03
000801 Reefedge std. maint./reefedge sys.software/reefedge sys.bundle	000 02/28/03
000802 Sonus Box	000 03/05/03
000805 Cisco 3661-AC/WIC	000 03/12/03
000806 Equipment Cabinet	000 03/27/03
000809 Sun StorEdge/Ultra Wide SCSI	000 02/05/03
000810 Battery Units/Labor	000 02/27/03
000811 T3 Cards/PSX License/GSX Software	000 02/28/03
000813 Ethernet cards	000 03/26/03
000815 NTDY	000 02/28/03
000820 server/port/kits for KVM/LCD monitor/power switch	000 02/28/03
000821 Juniper IP Router	000 03/31/03
000822 Battery Re-Hydration	000 03/27/03
000825 Carrier Access Widebank	000 03/06/03
000831 Nortel CVX 1800	000 04/17/03
000835 Computer Equipment cable, HAL Computer, memory	000 04/22/03
000837 2 IBM X335 Servers	000 04/25/03
000838 PC upgrades, SMC 8 port, T100P single span T-1 board	000 04/25/03
000839 36 GB Disks, N RTU License	000 04/10/03
000840 Compaq 9142 Rack	000 04/23/03
000841 Vocera Lab System Software	000 04/02/03
000842 Two Servers	000 04/11/03
000850 PCI to UWD SCSI Host Bus Adapter	000 05/07/03
000853 Terminators, Cable & Disk	000 05/20/03
000855 Battery For A1000 Disk Array	000 05/28/03
000856 Two CPUS for NETRA	000 05/27/03
000857 OpenBrick-E, Software Debian HD install, Compact Flash, Hard Drive	000 05/23/03

000858 FCA disk Shelf	000 05/23/03
000865 MAC X Server (corp security-instrusion detection(Similar to firewall)	000 06/02/03
000869 Voice Trunk	000 05/28/03
000870 Corporate Security, Similar To Firewall	000 06/26/03
000877 3 Netra 440 MHz CPUS	000 07/14/03
000882 IBM Xseries 2-Way 2.4GHz Xeon	000 07/25/03
000887 Netra 1405 Order by E Maum	000 08/06/03
000888 License For Netra 1405	000 08/18/03
000889 NET App F760 w/NSF license, 28 x36 GB HD, 4x FC 9 shelves	000 08/13/03
000893 Cr Against Asset 857	000 05/22/03
000898 NetApp GBE Adapter	000 09/16/03
000899 10-2GB Kit for IBM HS20	000 09/16/03
000900 Install New AC Power for Colo mm	000 09/03/03
000901 120663-B21 Rack	000 09/16/03
000903 Set up PH1 Call Control Box	000 07/01/03
000904 SysKonnnect PCI Gbe card UDP; Netgear Gbe Switch	000 09/26/03
000905 Gig Eth, H20 Blades, 2.4 CPU	000 09/30/03
000906 Pactolus Training	000 09/26/03
000907 Sun Equip-Telecom	000 10/01/03
000908 Sun Lease Telecom Equip	000 10/01/03
000911 Voiceflow 1000	000 10/01/03
000912 CVX1800 2 DS3 1374 Modems	000 10/05/03
000913 1374 CVX 1800 DS3 Modems	000 10/15/03
000914 2GB Kit for IBM HS20 Blade Ctr	000 10/23/03
000920 DS3 Modems	000 11/06/03
000924 X1027 GbE Network Card For Netapp Filer	000 12/09/03
000925 18 GB Hard Dr., 36 GB Hard Dr., Dr. Spud	000 12/22/03
000927 Jay Mercer-Phones & Equip	000 12/23/03
000928 20 Cisco IP Phones	000 12/24/03
000931 Sonus Switch Consulting	000 01/16/04
000934 Allworx 10X Telenetwork Server	000 12/31/03
000935 Accrue Sonus Lab Trial System	000 11/30/03
000936 Cisco Ethernet Cards	000 01/31/04
000937 2.4 GHz CPU for Propel	000 01/31/04
000940 Sun E3500 System	000 02/12/04
000941 PowerEdge for Propel	000 02/18/04
000942 Softswitch & Licenses	000 02/19/04
000943 Sun DVD for V210	000 02/25/04
000944 6 Laptops w/Software	000 02/06/04
000945 Think Pad & Case	000 02/09/04
000946 Corp Card Charges	002 02/28/04
000950 Sun USB Keyboard	000 03/01/04
000951 Sharp Zaurus Lithium	000 03/08/04
000952 Clock Sensor & Amp	000 03/08/04
000973 ISP Growth Equipment	000 04/08/04

000975 48 Port Cisco Switch	000 04/13/04
000976 Conduit Installation	000 04/20/04
000977 Sunfire V210 System	000 06/01/04
000985 Set Up PH2 Call Cnt.	000 04/30/04
000987 Netra 1120 DC Power	000 05/20/04
000988 DVD Rom Sunfire Sys	000 05/20/04
000989 Netra T1-105 DNS Server	000 05/24/04
000990 Cisco Note Refinance Various Telecom Equip	000 04/30/04
000992 Redback X Connect Card	000 05/11/04
000994 Fiber, Connectors & Term	000 05/01/04
000996 Setup PH3 Call Control Box	000 01/31/04
000998 Modems	000 01/31/04
001001 Net App F760 Filer Base	000 06/02/04
001003 72G Disk Add ons Svc	000 06/04/04
001004 5 CVX1800 Modems	000 06/01/04
001005 Foundry Serv Switch	000 06/15/04
001006 36.4 GB 80P Equip	000 06/01/04
001007 Netra 1400 4 GB	000 06/01/04
001008 Netra 1125	000 06/01/04
001009 Secure Console Server	000 06/17/04
001011 Telco Edgelink 100	000 06/29/04
001012 Power Edge2650	000 06/30/04
001015 Windows 2003 Server Software	000 06/30/04
001016 Power Edge 750	000 07/04/04
001021 Netra 105 & Rackmounts	000 07/22/04
001022 Cisco 12008 Chassis	000 07/30/04
001030 Tow Netra T1 105	000 08/01/04
001031 Hard Drive Enclosure	000 08/27/04
001037 Wildfire Equip.	000 08/31/04
001038 Audio Codes 4 Port FXS Gateway	000 08/31/04
001040 Juniper Ethernet Pic	000 09/21/04
001041 Foundry Switches	000 09/15/04
001044 8 GSX-9000, PSX PRI Offload License - Reallase # 3	000 09/30/04
001049 Parascopes 3000 Analyzer	000 10/11/04
001050 Cisco T1 Card	000 10/12/04
001051 Part Number 73P7501	000 10/11/04
001056 18 KVA UPS Tower	000 11/30/04
001059 Sunfire V210 Systems	000 12/16/04
001060 Broadband Test System	000 12/30/04
001061 Pactolus Equipment	000 12/01/04
001062 Real Lease Sch #4 Sonus Equipment	000 12/01/04
001063 Real Lease Sch # 5 Netracker Port Frame	000 12/01/04
001064 Cisco Buyout of Lease	000 1/19/05
001068 BBT Mediation H & Sware	000 12/1/04
001070 Linux Svr AC2000 NAT Svrs for Calea	000 12/1/04

001071 Riverstone Ethernet	000 01/18/05
001072 Flash Card & Memory Module	000 01/28/05
001074 Sun Netra 1400 Sys	000 02/04/05
001078 Two Sun Netra 440	000 02/28/05
001083 Misc Cisco Parts	000 03/09/05
001084 Sun Netra 440	000 03/17/05
001085 Pix Equips Cisco Switches	000 03/09/05
001086 Encatalyst & Misc Parts	000 03/14/05
001095 Caller Id Integration w/Targus (Asset 1061)	000 04/12/05
001096 Cisco Network Parts	000 04/18/05
001100 Subscriber Provisioning Enhanc-(Asset 1061)	000 04/12/05
001101 Large Telecom Parts	000 04/22/05
001102 Mediation Server	000 04/28/05
001103 2 Port GB Riverstone	000 04/20/05
001104 Misc Telecom Parts	000 04/21/05
001109 Misc Telecom Parts	000 04/29/05
001111 Allworks 10X System	000 05/01/05
001115 Misc Cisco Equipment	000 05/01/05
001116 Juniper Sonosmir Port	000 05/20/05
001117 Pix Firewall	000 05/23/05
001129 Riverstone System	000 07/20/05
001135 Nextone Equipment	000 08/31/05
001138 Hyper Microsystems	000 08/31/05
001139 Computer Connection Misc Equipment	000 09/06/05
001140 Pactolus Sub Prov Enhancement	000 09/12/05
001141 Computer Connection Firewall	000 09/23/05
001144 SCS-Second Half of SCS Mediation	000 10/01/05
001145 Wavhost Equipment	000 10/01/05
001147 LAN GIGE Monitor-Sunrise Telecom	000 11/04/05
001148 Netra 240 Computer Connection	000 11/07/05
001150 Realease #8 Sonus Sales Leaseback	000 11/09/05
001151 Dell Optiplex PCs for Switch	000 12/05/05
001152 Dell Flat Panel Monitors Switch Room	000 12/05/05
001153 CCCNY1000 BT & Memory	000 12/05/05
001161 Vaspian ACD Phone System	000 12/31/05
001162 Pactolus Equip - 911 Portion	000 02/28/05
0001163 Misc Computer Connection Equipment	000 12/31/05
001165 NOC Equipment Not Financed	000 12/31/05
001167 Bridge CPU With Version 4.00.03a	000 01/10/06
001168 Edgelink 1000 MUX Shelf	000 01/23/06
001172 Cisco 2611XM	000 02/01/06
001173 Cisco 2611XM	000 02/01/06
001179 Telco Edgelink 100 MUX	000 03/10/06
001180 Netvanta 5305 Chassis	000 03/20/06
001181 24 Port Ethernet Switch w/Integral Router	000 03/20/06

001182 Netvanta 2400	000 03/22/06
001183 MUX Patch Panels w/Cables	000 03/22/06
001184 Disk Drive w/Installation	000 03/29/06
001185 Pactolus Custom Enhancements	000 03/29/06
001186 Qualification Tester	000 03/29/06
001196 Nextone Business & LCR Module	000 04/07/06
001197 2 Port Device w/MGCP/NCS	000 04/07/06
001198 PBXta Edition	000 04/24/06
001208 Natural Convergence 100 Seats/Licenses	000 06/01/06
001209 Computer Connection 6 Port Ethernet	000 06/02/06
001210 Computer Connection PIX Chassis	000 06/08/06
001211 CDW Windows 2003 Server	000 06/15/06
001212 Dell Poweredge 1850	000 06/16/06
001216 Natural Convergence Base Lab System	000 07/01/06
001217 Natural Convergence Travel and Per Diem	000 07/01/06
001219 Pactolus Custom Software Enhancements	000 07/31/06
001220 Sunrise Telecom SS7 Monitor Repair	000 07/31/06
001222 TAOPTI-MX Multiple Items	000 08/07/06
001223 Sunfire V210 Plus Accessories	000 08/25/06
001235 Walker Assoc Switchroom Equipment	000 09/05/06
001236 Hosted Asterisk Hardware System	000 09/14/06
001237 Apple Macbook	000 09/26/06
001238 Natural Convergence 200 NCI seat License	000 09/29/06
0001241 Computer Connections Hardware for Cisco Switches	000 10/16/06
0001242 Express Computer Net Apps Filer	000 10/30/06
001243 Loway Que Metics For Hosted ACD	000 10/31/06
001244 Case Sentury Phase 2	000 10/31/06
001247 Nextone High Performance Hardware Platform	000 11/30/06
001250 Natural Convergence Sunfire X4100	000 12/30/06
001258 Natural Convergence Seat Licenses	000 01/01/07
001259 Third Lane PBX Manager License	000 01/24/07
001260 PICS 2 Port Channel E1/T1 PRI Network Module	000 01/29/07
001261 Dartware Intermapper Licenses	000 01/31/07
001263 Computer Connection EFPC	000 12/31/06
001265 Correct 2006 Hosted Services Purchases	000 12/31/06
001291 Meadiatrix 3531	000 02/25/07
001292 Intermapper	000 02/25/07
001295 Credit Memo for Asset 1260 Jan 07	000 03/31/07
001296 Voicemail Channel License	000 03/08/07
001297 Adtran Total Access 4303 DS3 Plus Module	000 03/07/07
001298 Emerson 50 Amp Rectifier	000 03/15/07
001299 Installation For Intermapper TV's	000 03/27/07
001300 NCI Seat Licenses with & without Voicemail	000 03/30/07
001304 Axacore 24 Port Fax Solution-VOIP	000 04/30/07
001305 Natural Convergence User License	000 05/08/07

001306 PICS telecom Spare T-1 Module	000 06/01/07
001307 Natural Convergence 120 Channel Media Server	000 06/13/07
001308 Hewlett Packard Open Sir Application	000 06/22/07
001310 Natural Convergence Perpetual User License	000 07/01/07
001312 Nextone Software Upgrade And Licenses	000 08/16/07
001313 Dell Optiplex 740 Hosted Services Test Equipment	000 08/24/07
001316 Teksell Juniper Equipment	000 09/30/07
001321 Walker Adtran Netvanta	000 10/01/07
001322 Natural Convergence Licenses	000 10/23/07
001327 Teksell-M10-Base	000 11/20/07
001331 Natural Convergence User Licenses	000 04/01/08
001332 Natural Convergence NCI Licenses	000 05/07/08
001333 Synnexasterio Gateway Hardware	000 06/10/08
001334 Teksell OC3 Cards For GSR	000 06/13/08
001335 PICS Smartedge 800 Redback Parts	000 08/18/08
001336 PICS OIM-SE8-40C31R Redback Parts	000 08/21/08
001264 AJ Suds HS Equipment 778872	000 08/31/06
001266 Armstrong Communications HS Equipment 785845	000 11/30/06
001267 Benchmark Media HS Equipment 780949	000 09/30/06
001268 CNY Business Review HS Equipment 782675	000 10/31/06
001269 Collabworx HS Equipment 773320	000 04/30/06
001270 Delaney & O'Conner HS Equipment 781531	000 08/31/06
001271 Express Save HS Equipment 773152	000 05/31/06
001272 Fayetteville Agency HS Equipment 773298	000 03/31/06
001273 G&L Drug HS Equipment 782372	000 09/30/06
001274 Lamar Advertising HS Equipment 782373	000 08/31/06
001275 Omega QSE HS Equipment 787104	000 11/30/06
001276 PB&H Molding HS Equipment 780280	000 07/31/06
001277 Remax Skaneateles HS Equipment 778171	000 06/30/06
001278 Summit Associates HS Equipment 785470	000 10/31/06
001279 Superior Office Interiors HS Equipment 784673	000 09/30/06
001280 Terakeet HS Equipment 772460	000 07/31/06
001281 The Financial Group HS Equipment 780147	000 08/31/06
001282 The Rescue Mission HS Equipment 779892	000 11/30/06
001283 Total Advertising HS Equipment 782274	000 08/31/06
001284 Total Lighting HS Equipment 784616	000 11/30/06
001285 US Beverage HS Equipment 777974	000 07/31/06
001286 USAD Marketing HS Equipment 783129	000 09/30/06
001287 USAD Corporate Mitel 770796	000 06/30/06
001288 USAD Corporate Mitel 770796	000 11/30/06
001289 Victory Lifts HS Equipment 785549	000 11/30/06
001290 Weisberg & Zukher HS Equipment 773332	000 04/30/06
000929 CVX 1800 2 DS3 1384 Modems	000 03/05/04
000953 Voice Flow Sys	000 03/04/04
000962 Ethernet Cards & Access	000 03/22/04

000970 CVX 1800 2DS31384 Modems; Spare	000 04/01/04
000971 GBICC Ethernet Set	000 04/02/04
000974 Jumpstart 5.1 PSX Disk	000 04/09/04
000980 Riverston Equip	000 04/30/04
000404 NMS Cards See Also Asset 649	000 01/01/02
000462 Infoteldist. Inc.	000 06/01/00
000465 Computer Connections 2 DNS Computers Suite 618 for Internet Serv.	000 06/16/00
000466 Dell-1 Powerededge 2400	000 06/25/00
000467 Dell- 3 Powerededge 2450	000 06/25/00
000469 M&T Bank NA Steve Parker Microwarehouse Computer for Ken M.	000 06/30/00
000475 M&T Bank Rich August Creditcard Cobalt Microserver (Jay & Ken)	000 08/31/00
000487 Office Electronics Specialists - HP 8100 Printer for Production	000 10/20/00
000528 Ch Office Solutions HP 8100 DN Printer for Production	000 02/26/01
000533 Eastern Copy Products 1 Fax/Copyprinter/One Colorprinter/Service	000 04/18/01
000555 Dell Direct Sales 3 hard drives for switchroom & Dick B	000 05/09/01
000569 Ch Off Solutions HP 9000-DN Printer for Production	000 06/18/01
000570 M&T Bank-Rich S. CC Insight SQL Server for Great Plains	000 06/30/01
000572 Dell 34100 Computer& Monitors for Switchroom 14100 for Chris S.	000 06/06/01
000573 Dell 1 Powerededge 2500SC Server for Finance Dept.	000 06/08/01
000577 Dell Direct 1 HP 9000 DN Printer for Production	000 07/19/01
000578 Dell Direct 3 HP 9000 DN Printers for Production	000 07/20/01
000579 Dell Direct 24 Computers for Call Center 4th Fl.	000 07/26/01
000589 Ergotron- Shelving Unit for 3rd Fl. Switch Room	000 08/29/01
000590 Ergotron- Shelving Unit State Tower Switch Room	000 08/29/01
000591 SCS Inc.- Hardware and Adapters MIS	000 08/31/01
000595 Great Plains Software - Info Management	000 08/01/01
000614 Direct Net-Mis Hardware to be Used w/ New IBM Equipment	000 10/09/01
000615 Dell-3 Latotude C500 Notebooks w/Software	000 10/09/01
000618 Dell-2 Computers	000 10/10/01
000619 DM Systems-Michelle Paparo 10/2/01-10/12/01 27 hrs, GP Install & setup	000 10/19/01
000627 A2Z Comp S. Parker - PC Charge Devkit Suite	000 11/30/01
000639 S. Parker CC - MIS Hardware Used w/New IBM Equipment	000 09/30/01
000649 NMS Cards See Also Asset 404	000 01/01/02
000656 SCS Supplies For Switch Upgrade	000 01/31/02
000657 SCS Equipment for Switch	000 01/15/02
000659 Dell 4 New Computers	000 01/16/02
000660 Dell 1 Dimension 8200 Computer	000 01/24/02
000661 Dell 1 Dimension 8200 Computer	000 01/24/02
000664 16 Dell Pentium 1000/133 GX150 Computers and Components	000 02/22/02
000675 Dell Inspiron 8100 Pentium III	000 03/31/02
000677 Dell Pentium III 1000/133GX	000 03/31/02
000678 Dell 2. GHZ/400MHZ Precision 530	000 03/31/02
000688 Dell 1702FP, (2) MSDN, (3) 64 Copper gig, PCI.NIC	000 04/11/02
000689 Expansion Unit/Installation/FC Hot-Swap Disk Drive/Short Wave	000 04/25/02

GBIC	
000699 Insight-HPJ 4121A-10/100BT 40 Port	000 05/24/02
000702 Dell Computer-Exchange Server	000 02/27/02
000714 Poweredge 1650 Pentium III	000 07/24/02
000722 Scanjet 7450c Flatbed Color	000 08/04/02
000723 Dell Computer - 512MB, Keyboard, 32XDVD, Mousepad, Windows XP	000 08/06/02
000725 Dell Computer - Keyboard, Integrated Video, Integrated Sound, Speakers	000 08/16/02
000728 Dell P992,17.9 In Viewable Monitor, Midnight Gray, Customer Install	000 08/22/02
000736 PCW/Mini Tower/Keyboard/16x DVD-Rom/Mouse Pad/Windows XP	000 09/24/02
000740 Optiplex GX 260T, 2.00GHZ, P4,400FSB, 512K Cache, Keyboard, Tower	000 09/27/02
000743 Compaq 1600servers(12135/12136/12137/12138)	000 10/01/02
000745 SUN L9 LTO Drive/9 Cartridge Slots/Sun Cleaning Cartridge/Net Backup	000 10/04/02
000746 Optiplex GX260 Desktop Computer/Windows XP/Office XP Pro	000 10/14/02
000763 Inspiron 8200 Laptop	000 11/08/02
000765 Sensaphone Model Alarm/Auto Dialer Date Logger/Room Temperature Sensor/6 Batteries	000 11/08/02
000785 Oracle Data Warehouse Product/Education	000 12/30/02
000793 Chassis/Monitor Card/RSM 48-10	000 01/09/03
000794 Optiplex Minitower Base/Dell Keyboard/40GB/Microsoft Office Pro/Windows XP	000 01/03/03
000799 Ap-2000 Access Print	000 02/17/03
000814 Rack/Panel/Brackets/Voice Termination Block/Data Jack	000 03/21/03
000816 Smartcell Battery/Matric UPS	000 02/28/03
000826 Laptop For Jay	000 02/28/03
000828 Mydatanet Portal	000 03/31/03
000832 Goalkeeper Search Engine optimization (SEO)	000 04/15/03
000843 IBM Servers Series255	000 04/11/03
000844 HP Color Laserjet printer	000 04/25/03
000848 Dell Optiplex GX260 Small Minitower	000 04/18/03
000849 Dell Optiplex GX260 Celeron 1.8 GHZ	000 04/16/03
000851 Roof Compressor and Air Handler, Electrical Work	000 05/05/03
000852 Dimension 4550 Series, Intel Pentium 4 Proc @ 2.53 GHZ	000 05/01/03
000859 Inspiron Computer	000 05/28/03
000860 26 Optiplex Celeron Computer	000 05/23/03
000861 Dimension 4550 Series, Pentium 4 w/Monitor	000 05/20/03
000863 Initial Layout & Design for Web Portal	000 05/01/03
000866 IBM Series X255	000 06/30/03
000871 Samsung Monitor for jt	000 06/28/03
000873 License Upgrade For Scanmail Virus Scan	000 06/01/03
000875 Monitor, Keyboard, & Mouse	000 05/01/03
000876 Inspiron 600 M Laptop	000 07/10/03

000878 Inspiron 60M Laptop	000 07/10/03
000879 Inspiron 1100,14.1 XGA,P4,2.2G	000 07/23/03
000880 Barcode Scanner	000 07/21/03
000885 Great Plains Intercompany Modules	000 07/31/03
000890 Fast T-600; Free Turbo Upgrade	000 08/28/03
000916 1 GM ECC Memory	000 10/12/03
000917 Laser Jet900DN	000 10/31/03
000918 Misc. Equip-S. Parker Exp Report	000 10/24/03
000921 Laptop	000 11/07/03
000922 Laptop Comp-Inspiron 5150,15 in UXGA, P4,3.06GHZHT	000 11/20/03
000923 Computer Monitor	000 11/06/03
000932 2 Optiplex Computers	000 01/15/04
000947 Inspiron Laptop	000 02/27/04
000948 Dterm Card & Phones	000 02/27/04
000954 5 Dell Optiplex GX 270	000 03/07/04
000955 Dell Inspiron 600 M	000 03/08/04
000956 Dell Latitude D 600	000 03/08/04
000957 Dell Inspiron 300 M	000 03/09/04
000958 Dell Inspiron 5100	000 03/08/04
000959 Dell Inspiron 1100	000 03/11/04
000960 Info Focus Wireless	000 03/15/04
000965 Dell Optiplex GX270	000 03/16/04
000966 Latitude D600 Notebook	000 03/29/04
000967 Soundstation	000 03/25/04
000978 Flat Panel Monitor -T Lauer	000 04/25/04
000982 Laser Printer	000 04/22/04
000983 Laptop Comp	000 04/28/04
000984 Desktop Comp	000 04/29/04
000995 IBM Laptop	000 05/31/04
001000 Memory Upgrade	000 05/18/04
001002 5 Inspiron 8600 Desktop	000 06/07/04
001018 2 Precision Workstation	000 07/08/04
001019 5celerons2.4GHZ	000 07/08/04
001020 IBM Xeon 445 CPU's	000 07/27/04
001028 SEO Program Coding & Development	000 07/29/04
001032 Inspiron Notebook	000 08/19/04
001036 Power Edge Server	000 08/20/04
001045 Powerededge 2650 2.8 GHZ	000 09/29/04
001047 Cordless Dterm Phone	000 09/30/04
001053 Four 10K Drives	000 11/05/04
001054 Powerededge Server 2650	000 11/22/04
001055 73 GB Fiber Channel HD	000 11/19/04
001057 Inspiron 8600 Laptop	000 11/04/04
001058 Dell Optiplex Towers	000 12/14/04
001075 Inspiron 8600 Laptop-Janice J	000 02/16/05

001076 Server 2003	000 02/17/05
001079 Voice Announcement Card	000 02/24/05
001080 2.8 GHZ Poweredge	000 02/16/05
001081 Dell 8400 Computer	000 02/04/05
001082 Dell Inspiron 600	000 02/04/05
001087 Kiosk Laptop	000 03/13/05
001088 Kiosk Laptop	000 03/13/05
001089 16 LCB Analog Cards	000 03/02/05
001091 Poweredge Server	000 03/11/05
001093 Dell Poweredge 750	000 03/25/05
001097 IVR processors accessories	000 04/05/05
001098 Dell Pentium 550	000 04/11/05
001105 Tape Library & Tapes	000 04/18/05
001106 Dell Inspiron System	000 04/17/05
001107 PBX card	000 04/01/05
001108 Setup IVR Equip	000 04/15/05
001113 SPT Barcode Scanner	000 05/04/05
001119 Surf Control Proxy HW	000 05/19/05
001120 Inspiron Laptop	000 05/26/05
001121 Barracuda Spam Filter	000 05/17/05
001124 16 Port KVM/IP Switch	000 05/27/05
001125 IVR Dup Server	000 06/02/05
001127 2 Dell Laptops PO # 24848	000 06/12/05
001130 Poweredge 1850 Dell	000 07/01/05
001137 Brooktrout Fax Boards	000 06/30/05
001142 Firewall Switch & GBI Network System Integrators	000 09/26/05
001143 Server Racks & Equipment (Dell)	000 09/30/05
001154 Cisco VPN Concentrator	000 11/17/05
001155 Dell APC Smart UPS	000 11/22/05
001156 Pix Firewall Network System Integrator	000 12/12/05
001157 Dell Flat Panel Monitor	000 12/18/05
001158 SCS 5 Mediation Drives	000 12/23/05
001164 Reporting Server	000 12/31/05
001169 PC Charge Server	000 01/26/06
001170 Dell Latitude D610 Pentium M 740	000 01/27/06
001171 Dell Latitude D610	000 01/27/06
001174 Dell Latitude D610 Pentium M 740	000 02/24/06
001175 Dell Latitude D610 Pentium M 740	000 02/26/06
001176 Dell Power connect 5324 Managed Switch	000 02/28/06
001187 MS Windows Server Ent 2003	000 03/02/06
001188 Dell Poweredge 2850 Server	000 03/03/06
001189 Windows Server 2003	000 03/10/06
001190 Dell 2.8 GHz/2MB Cache Xeon 800 MHZ Front Side Bus	000 03/15/06
001191 Dell Latitude D810	000 03/27/06
001192 Dell Poweredge 4210 Frame, Doors	000 03/10/06

001193 Dell Optiplex GX260 Small Form Factor Pentium 4	000 03/12/05
001194 Dell Optiplex GX260 Mini Tower Pentium D 84C	000 03/09/06
001199 Latitude D610 Pentium M 750	000 04/09/06
001200 Latitude D620 Intel Core Duo T2500	000 04/14/06
001201 2.8 GHZ/2MB Cache, Xeon 800 MHZ	000 04/20/06
001202 Cisco 871 w/Router	000 04/30/06
001203 Latitude D610 Pentium M740 Laptop	000 05/01/06
001204 Latitude D620 Intel Core Duo T2500	000 05/03/06
001205 MacBook Pro Laptop	000 05/26/06
001213 Dell Flat Panel Monitor	000 06/28/06
001214 Dell GX620 Optiplex	000 06/29/06
001215 Dell PowerVault 220s Exchange Storage DAS	000 07/17/06
001221 Dell Latitude D820 Intel Core Duo T2500	000 07/31/06
001224 Dell 3.0 GHZ Xeon 800 MHZ Intranet Server	000 08/25/06
001232 Latitude D610 Pentium M750 Laptops	000 08/03/06
001233 Latitude D610 Pentium M750 Laptops	000 08/06/06
001234 Dell 5110 Color Printer	000 08/06/06
001239 146 GB Hard Drives	000 09/20/06
001248 Dell 3400MP Projector	000 11/13/06
001251 Three Dell Latitude D60 Laptops	000 12/06/06
001252 Two Dell Latitude Laptops	000 12/07/06
001253 Dell Optiplex GX620	000 12/15/06
001293 Dell Projector & Screen	000 02/20/07
001294 145GB Hard Drives	000 02/28/07
001301 Symmetra Battery Backup Power Module	000 03/27/07
001302 PICS RAD IP MUX 4 Port	000 04/30/07
001309 Network Liquidators 7204 VXR Chassis	000 06/01/07
001311 MacBook Pro 15 Inch, 2.4 GHZ	000 07/25/07
001317 Dell Precision 690 Laptops	000 09/12/07
001318 Macpro 3GHZ Dual Core Xeon	000 09/25/07
001323 Dell MS SQL Server 2005 For tiger paw	000 10/02/07
001325 APC Symmetra Main Battery Module	000 10/25/07
001328 Dell PERC/4 Dual Channel Raid Controller	000 01/22/08
001329 Sirius IBM Drives for Mediation Server	000 03/21/08
000278 Info Directories (Costguard) Billing System-Software	000 03/01/00
000437 Print Tech.-HP Laserjet 8000DN	000 02/15/00
000472 Info Directions, Inc. 7 Margin Guard Software Licenses	000 07/25/00
000481 Network Security Corp. Netscreen 10afirewall for Sonus/VP Internet	000 09/22/00
000485 Dell-1 Poweredge Server For Steve Parker	000 10/04/00
000489 Best Software, Inc., - Assest Accounting Program w/Supportplus	000 12/29/00
000491 To add Sales Tax to the Original Cost of the CG Billing System Set Up Acord.	000 12/31/00
000575 Map info. Corp. Map info Pro. w/Training & Tech Support	000 07/01/01
000576 Sonus Networks EMS Software Install Invoice Date 5/22/01	000 07/01/01
000580 Dell Direct 24 Licenses for MS Office for Call Center	000 07/29/01

000616 Mapinfo-Census 2000 Boundary & Bundle/Dynamap Carrier Routes	000 10/10/01
000626 DM Systems M. Paparo WE 11/15/01 – GP Install & Setup	000 11/26/01
000628 Go Software T. Lauer CC	000 11/30/01
000643 4 Dell Comp For Finance Dept	000 06/27/01
000670 Creation of FRX Reporting Package	000 02/28/02
000671 Creation of FRX Reporting Package	000 02/27/02
00676 Software Windows Pro English	000 03/31/02
000682 Great Plains Support	000 03/15/02
000687 Great Plains Support AMPF-Best	000 04/01/02
000692 OSG Recovery Software and Setup Process	000 02/27/02
000700 IMS-License to Use Great Plains	000 05/30/02
000709 OSC - Radius Pro Pack	000 07/03/02
000716 Service Plan Enhancement/5-Pak 3-HR Support	000 07/01/02
000726 Exchange Cal 2000 All Languages OLP	000 08/18/02
000727 Technical Phone Support for Software	000 08/15/02
000729 Calling Area Info Software	000 08/28/02
000733 Ultrium 3581 Tape Library/ 7 LTO Tapes	000 08/31/02
000735 Ultrium 3581 Tape Library/Installation Service	000 09/10/02
000754 15 Optiplex GX260 minitower case/17" dimontron monitor/Windows XP	000 11/15/02
000774 Term Circuit Card for NEAX 2400/16 Button dTerm Series E Telephone	000 11/21/02
000812 Netra 512M/Memory	000 02/25/03
000817 HD& Server Upgrade	000 02/17/03
000818 Access Point	000 02/17/03
000819 Orinoco Gold Wireless PC Card	000 02/22/03
000823 Exchange 2000 License	000 03/30/03
000847 Domain Name Registration	000 04/30/03
000872 WIFI Project	000 06/26/03
000884 Project 2002 Licenses	000 07/21/03
000891 Inspirion 600M Laptop 512MB fam, 30GB hard dr. Windows XP, Office XP	000 08/11/03
000892 18" Flat Panel Monitor	000 08/10/03
000949 GFI Spam Filter	000 02/23/04
000968 Custom Development	000 03/31/04
000981 Redhat AS 3 Lic	000 04/22/04
000993 Trivoli TSM License	000 05/27/04
000997 E Care	000 04/12/04
000999 Oracle Datawarehouse	000 01/31/04
001013 ACD Upgrade	000 06/23/04
001033 Windows Server& License	000 08/16/04
001042 AVS License/Maint	000 09/01/04
001048 Webtrends Software	000 09/30/04
001069 BBT Middle Ware Phase 1	000 11/01/04
001077 Webtrends7.0 Enterprise Upgrade	000 02/01/05

001092 Callegra License	000 03/14/05
001094 BBTel Online Ordering	000 03/31/05
001114 2003 Server Software	000 05/13/05
001128 Avocent Power Module & Licenses	000 06/09/05
001131 Usefulware Software	000 07/31/05
001177 MS Windows Server 2003 Standard Edition	000 02/09/06
001195 Visual Studio 2005 Professional Edition	000 03/08/06
001206 MS Windows Server ENT 2003	000 05/24/06
001225 Visual Studio Professional	000 08/15/06
001226 MS Windows Server 2003	000 08/17/06
001227 MS SQL Server Standard Edition 2005	000 08/17/06
001228 MS Windows Server Standard Edition 2003	000 08/21/05
001303 Dell Z Presentation Server	000 04/11/07
001314 Workforce ROI Project Accounting	000 08/15/07
001324 Dell MS SQL Server 2005 For Tiger Paw	000 08/21/05
001326 Tiger paw Licenses	000 10/25/07
000407 Reclass Pwr Invoices For Power Supply Installation(Batteries)	000 07/31/00
000408 PWR, LLC. Position Fuse Panel& Breakers	000 08/01/00
000409 Pwr Installation of Addi. Equip.	000 08/01/00
000410 Lucas Controls 4-Wkua invertens for power supply	000 08/11/00
000411 pwe, llc, INSTAL. Pecomini BDFB w/cacling into 23" relay	000 10/30/00
000501 Server Tech Invoice-Install Power Supply For Pt	000 06/30/00
000502 GCM Ltd-Suite 618 Battery Platform	000 07/12/00
000592 PWR, LLC Peco Mini Meter w/Alarm Fuse Panel w/Install & Materials	000 08/17/01
000755 APC GPS (Battery Backup)	000 10/09/02
000769 Labor to Perform Pre Load test Inspection and Load Test for Battery Sys on 6 th Fl.	000 06/30/02
000779 10-40 Amp Breaker for Mini/10-50 Amp Breakers for Mini/1-40 Position Mini	000 12/16/02
000829 C&C DC Fuse Panel	000 04/18/03
000867 Amp Breaker And Panel	000 06/30/03
001025 Set Up Enersys Dd85 Battery	000 07/01/04
001034 Remove Ups	000 08/24/04
001035 9th Flr Power Cut	000 08/25/04
001132 Amp Service to AC (Rombough Electric)	000 07/12/05
001146 Rack Mount Batteries	000 10/19/05
001149 Panasonic Batteries	000 11/17/05
001178 Powerhouse 9390-80 Model 40 Ups Systems	000 02/24/06
001229 4" Conduit 6th Floor to 9th Floor	000 08/04/06
001245 State Tower Switchroom Facilities Project Phase 2	000 10/31/06
001249 Walker MOD DC power M13 MUX	000 11/20/06
001254 St Tower Facilities Project Phase 3	000 12/30/06
001255 Neal & Hyde 200 Amp Electric Service	000 12/30/06
001320 Verizon 9th Floor Power Install	000 09/30/07
001330 Rombough FMMR Circuit Panel	000 03/10/08

000276 Immed Mailing Serv-Postage Meter	000 04/01/99
000277 GCM Ltd--Electrical Wiring & Window Installation	000 06/10/99
000412 To Capitalize Website Design	000 07/31/00
000413 Mindshark-VP Website Design	000 09/15/00
000416 move NECbus. Comm. Invoices vsh100523&Vsh100536 to fixed Assets (7phones)	000 09/30/00
000417 NEC Bus. Comm. 10 DPT-16D-1 Phones For Call Center	000 10/11/00
000497 PICS Telecom Ten 19'x 7'steel Racks	000 04/26/00
000498 GCM Ltd-Hydrogen Sensor & Exhaust System	000 05/24/00
000500 Butler Fence-Fence & Gate for Suite 618	000 06/13/00
000536 To Reclass AVR Electric to Other Equip.	000 04/30/01
000537 To Reclass AVR Electric To Other Equip.	000 04/30/01
000712 PDA for Work and Experimentation	000 07/23/02
000753 Movin Cool (Air Conditioner) Purchased 3	000 10/09/02
000773 Labor & Materials to Install Uninstru as Quoted for Site/Freight Charge	000 11/01/02
000778 Hinge Wall Mount Rack/Wire Mgmt Brackets/48 Port Patch Panel/Data Feed 3 rd to 2n	000 12/03/02
000800 Hinge/Patch/Brackets/Voice Term. Block/Cat5e Data Feed/ Voice Jacks	000 02/11/03
000938 Keri Badging System	000 01/20/04
000986 Cost Of New 2000 Amp Svc to the Bldg	000 04/30/04
001024 Set Up LCD Projector 2nd Flr training Rm	000 07/01/04
001029 Card Reader System	000 08/06/04
001043 Card Readers & Installation	000 09/11/04
001065 Camera For State Tower	000 01/19/05
001256 St Tower Keri Access Key Card System	000 12/15/06
000279 Telcom Central Office Bldg LI-Buildout Suite 618	000 08/26/98
000280 Telcom Central Office LI-Buildout Suite 618	000 10/05/98
000281 Telcom Central Office LI-Circuits, Receptacle & Wiring	000 11/01/98
000283 Telcom Central Office LI-A/C Remove & Install	000 06/01/99
000284 Telcom Central Office LI-PICS Aluminum Racks	000 07/15/99
000285 Telcom Central Office LI-GCM AC Unit supports & Labor	000 07/27/99
000286 Telcom Central Office LI-Install 4/0 48 Volt Cable Feed Switches	000 07/28/99
000287 Telcom Central Office LI-Wall A/C Units	000 08/01/99
000288 Crawford & Stearns Interior Decorating	000 09/15/99
000290 Neal & Hyde Group-Suite 300 Electric Work	000 10/24/99
000291 Telcom Central Office LI-LCS Labor to Install Equip Racks	000 11/30/99
000292 Neal & Hyde LI-Buildout Suite 300	000 12/03/99
000293 Nec U-Reprogramming to Move to 3rd Floor	000 12/16/99
000294 Dual Location Voice and Data Cable	000 12/09/99
000298 Telcom Central Office LI-Design Dev Resources Suite 618	000 10/07/98
000492 Telecom CO LI -- Zausmer State Tower Build Out	000 04/28/00
000493 Telecom CO LI Ausmer State Tower Suite 620 Build Out	000 06/21/00
000494 Telecom CO LI Zausmer State Tower Suite 620	000 08/24/00
000495 TOSCS Power Dist-AVR Electric Install Circuits, Conduits, Wiring	000 09/25/00

and Junct Box	
000496 LCS-Office 4th & 5th Floor Wiring	000 12/19/00
000538 The Neal& Hyde Group 4th Fl. Door/Window Upgrades/Painting/Carpentry	000 02/28/01
000539 Logical Communications Services Wiring for 4th&5th Fl.	000 03/25/01
000557 Neals Hyde Group Add A/C Unit for Production/Switchroom/Move Thermostat	000 05/11/01
000581 Neal& Hyde Group Upgrades to 5th Floor	000 07/27/01
000608 Neal & Hyde-Carpentry & Material-Prod Rm Expansion	000 09/26/01
000624 N&H Equipment For State Tower/Labor/Electrical Work	000 10/31/01
000701 Neal & Hyde Remove 42 Fixtures, Install Rows Florescent Fixtures, City Permit	000 05/02/02
000708 LCS - Data Patch Panels/25 Pair Plenum Fooder/Labor	000 07/02/02
000731 Condensate Pump & Drain, Warm Air Duct And Cold Air Duct Ducting/Hang White Board	000 08/20/02
000747 4 th Fl. Kitchen Doors and Hardware	000 10/01/02
000775 Card Reader 3rd Floor/Back Door of Suite 502 2nd Fl	000 11/16/02
000776 Carpet 2nd Floor Conference Room	000 11/18/02
000827 Electrical Work, Install Card Reader, etc.	000 03/31/03
000845 Additional Door Lock & Installation	000 04/01/03
000894 Butler Fence Correction Fm 01-1200-070	000 08/20/03
000939 Card Readers & Install	000 01/20/04
000961 5th Floor Wiring	000 03/24/04
000969 Leasehold Improvements 2nd & 5 th Flr Expansion	000 07/01/04
001027 2nd Flr Leasehold Improvements	000 07/01/04
001052 3rd Flr MIS Room	000 11/10/04
001067 1/3 Install For Handicap Lift	000 11/01/04
001099 Electrical Locks & Card Readers	000 04/01/05
001133 Swithroom Window Upgrade	000 07/09/05
001136 State Tower Amp Service In Cellar	000 08/31/05
001159 State Tower Power/AC Upgrade Phase I	000 12/31/05
001160 Real Lease Sch #7 Shore Group NOC Equipment	
001218 Ladder Rack 9th Floor Install & Labor	000 07/27/06
001230 Suite 602 New Electric Service	000 08/04/06
001231 9th Floor Colocation Fence Install	000 08/09/06
001240 Mag Locks For Colocation Gates	000 09/21/06
001122 Real Lease Sch # 6 Nextone Equip	000 05/19/05
001207 Real Lease Sch #9 Natural Convergence	000 01/01/06
001262 Real Lease Schedule 10 Lease 711207	000 01/18/07
000001 Alexander & Catalano	000 03/31/07
000002 Alzheimers Association Of CNY	000 03/31/07
000003 Ancor, Inc.	000 04/30/07
000004 ARC Of Onondaga	000 07/31/07
000005 Bell Group	000 11/30/07
000006 Benjamin News Group -HQ	000 07/31/07

000007 BEST Office Products	000 07/31/07
000008 Bonide Products	000 10/31/07
000009 Boxcar Press	000 09/30/07
000010 Brookside Consultants	000 11/30/07
000011 Buttolph Lumber Company	000 11/30/07
000012 Cavalry Group	000 11/30/07
000013 CC Dunham Marketing	000 11/30/07
000014 Central Xchange	000 04/30/07
000015 CNY Business Review	000 07/31/07
000016 Collabworx	000 01/31/07
000017 Comfort Windows All Locations	000 04/30/07
000018 Conversion Image Technology	000 11/30/07
000019 Custom Courier Rochester	000 04/30/07
000020 Dockside.net	000 05/31/07
000021 Dunk & Bright Furniture	000 07/31/07
000022 Eagle Steward LTD	000 11/30/07
000023 Ear Nose & Throat Associates	000 08/31/07
000024 EarthSense	000 08/31/07
000025 East to West Construction Co.	000 09/30/07
000026 Emerald Electrical Contractors	000 11/30/07
000027 Empire Freight Logistics	000 08/31/07
000028 Environmental Credit Corp	000 11/30/07
000029 Environmental Credit Corp.	000 12/31/07
000030 First Class Auto	000 11/30/07
000031 Fuccillo Hyundai of Greece	000 09/30/07
000032 Harrigan & Dolan Law	000 04/30/07
000033 Hoefler Communications, Inc.	000 01/31/07
000034 Hot House	000 08/31/07
000035 Immediate Mailing Services	000 04/30/07
000036 Intelligent Query Engines	000 03/31/07
000037 International Wire Group	000 04/30/07
000038 Joanie Mahoney	000 07/31/07
000039 Josall Rooting	000 03/31/07
000040 Leigh Baldwin & Co, LLC	000 04/30/07
000041 Lexicon Graphix, Inc.	000 08/31/07
000042 Lyncourt Footware	000 10/31/07
000043 Mac's II	000 09/30/07
000044 McIntosh Box & Pallet Main	000 06/30/07
000045 McKenzie Realty, LLC	000 11/30/07
000046 North Brook, Inc.	000 11/30/07
000047 North Eastern Rescue Vehicles	000 04/30/07
000048 OliMarAng Realty	000 12/31/07
000049 Omega QSE, Inc.	000 03/31/07
000050 Onondaga County Bar Association	000 06/30/07
000051 Page 44 Studio	000 12/31/07

000052 Page Trucking	000 05/31/07
000053 PB&H Molding	000 01/31/07
000054 Powerhouse Mortgage/Alan Willmes Law Office	000 03/31/07
000055 Print Solutions Plus, Inc.	000 03/31/07
000056 Property Restoration	000 10/31/07
000057 Pyramid Brokerage	000 02/28/07
000058 RB Woodcraft	000 08/31/07
000059 Roberts Office Furniture Concepts	000 03/31/07
000060 Roman Catholic Diocese of Syracuse	000 08/31/07
000061 Roth Global Plastics F/N/A Fralo Manufacturing	000 02/28/07
000062 Roth Industries, Inc.	000 07/31/07
000063 Sam's Auto Body Main Account	000 08/31/07
000064 SATOP	000 06/30/07
000065 Secure Network Technologies	000 06/30/07
000066 Seneca Data	000 05/31/07
000067 Solvay Glass	000 04/30/07
000068 STI Technologies, Inc.	000 11/30/07
000069 Summit Associates/Cushman & Wakefield	000 02/28/07
000070 Superior Office Interiors	000 03/31/07
000071 Syracuse Technology Garden	000 04/30/07
000072 TCM Mobile	000 07/31/07
000073 Terakeet	000 01/31/07
000074 The Art of Massage, Spa at 500	000 08/31/07
000075 The Delavan Center	000 04/30/07
000076 The Gem Lab	000 12/31/07
000077 The Rescue Mission	000 01/31/07
000078 Total Lighting Concepts, Inc.	000 01/31/07
000079 Turnbull Insurance	000 11/30/07
000080 US Beverage	000 01/31/07
000081 University Hill Realty, LLC	000 07/31/07
000082 Weisberg & Zukher, LLC	000 01/31/07
000083 Zausmer Frisch Management	000 04/30/07
000084 Zoom Printing & Copy Center	000 03/31/07
000085 USAD Corporate Phones	000 12/31/07
000086 Matrix Corporate Phones	000 12/31/07
000087 Syracuse Fitness Store	000 02/28/07
000088 ABC Creative Group	000 02/28/07
000089 Dr. Chick's Office	000 02/28/07
000090 AJ Suds	000 01/31/08
000091 ABR Wholesalers Location 1	000 01/31/08
000092 ABR Wholesalers Location 3	000 01/31/08
000093 Alexander & Catalano	000 01/31/08
000094 Alzheimers Association of CNY	000 01/31/08
000095 Ancor, Inc.	000 01/31/08
000096 Bentley Hall	000 01/31/08

000097 Custom Courier Albany	000 01/31/08
000098 Environmental Credit Corp	000 01/31/08
000099 HEP Main Account	000 01/31/08
000100 HEP Auburn	000 01/31/08
000101 HEP Bright Idea's	000 01/31/08
000102 HEP Canandaigua	000 01/31/08
000103 HEP Cortland	000 01/31/08
000104 HEP Hornell	000 01/31/08
000105 HEP Horseheads	000 01/31/08
000106 HEP Ithaca	000 01/31/08
000107 HEP Newark	000 01/31/08
000108 HEP Penn Yan	000 01/31/08
000109 HEP Sayre	000 01/31/08
000110 HEP Wellsville	000 01/31/08
000111 Mac's II	000 01/31/08
000112 OliMarAng Realty, LLC	000 01/31/08
000113 Omni Security	000 01/31/08
000114 Roman Catholic Diocese Cortland	000 01/31/08
000115 Seneca Data Acer Site	000 01/31/08
000116 Solvay Glass	000 01/31/08
000117 Spoleta Construction Corp.	000 01/31/08
000118 STI Technologies, Inc.	000 01/31/08
000119 Tina Bennet	000 01/31/08
000120 Toptica Photonisa, Inc	000 01/31/08
000121 Toptica Photonics, Inc.	000 01/31/08
000122 Toptica Photonics, Inc.	000 01/31/08
000123 Upstate Home Care Canandaigua	000 01/31/08
000124 Upstate Home Care Cheektowaga	000 01/31/08
000125 Upstate Home Care Clinton	000 01/31/08
000126 Upstate Home Care Mattydale	000 01/31/08
000127 Update Home Care Rochester	000 01/31/08
000128 VanScoter Insurance Home	000 01/31/08
000129 VanScoter Insurance Main	000 01/31/08
000130 Victory Lifts, Inc.	000 01/31/08

1216732_1.DOC

EXHIBIT 1

BILL OF SALE

This BILL OF SALE is dated as of _____, 2009 and is made by US DATANET CORPORATION, USD MANAGEMENT AND NETWORK SERVICES, INC., USD CLEC, INC, ("Sellers") and WARWICK VALLEY MOBILE TELEPHONE COMPANY, INC., a New York corporation (the "Purchaser"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

RECITALS

A. The Sellers are debtors in cases pending under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court"), Case No. 08-32560 through Case No. 08-32562 (the "Chapter 11 Cases").

B. The Sellers and the Purchaser have entered into an Asset Purchase Agreement, dated as of _____, 2009 (the "Asset Purchase Agreement") providing for the sale to the Purchaser of the US Datanet Assets and approved pursuant to that certain Approval Order of the Bankruptcy Court entered _____, 2009 (the "Approval Order").

C. This Bill of Sale is made pursuant to the Asset Purchase Agreement and Approval Order.

KNOW ALL MEN BY THESE PRESENTS, that the Sellers, for good and valuable consideration given by the Purchaser, including the payment of the Purchase Price, at or before the execution and delivery of this document, the receipt and sufficiency of which consideration are hereby acknowledged, do hereby sell, assign, transfer, convey and deliver and cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, to have and to hold unto the Purchaser, its successors and assigns, to and for its and their own use and benefit forever, all of the Sellers' right, title and interest in, to and under the US Datanet Assets free and clear of all Liens and Encumbrances as provided in the Asset Purchase Agreement and the Approval Order.

This document is subject to the following additional conditions:

- (a) This document shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assignees.
- (b) This document shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof.
- (c) This sale is "AS IS," "WHERE IS" and "WITH ALL FAULTS".

IN WITNESS WHEREOF, the Sellers have executed this instrument on this ____ day of,
_____, 2009.

SELLERS:

US DATANET CORPORATION

By: _____
Name:
Title:

USD CLEC, INC.

By: _____
Name:
Title:

USD MANAGEMENT AND NETWORK SERVICES,
INC.

By: _____
Name:
Title:

1225896.1

EXHIBIT 2

ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT, dated _____, 2009 (this "Agreement")
US DATANET CORPORATION, USD MANAGEMENT AND NETWORK SERVICES, INC.,
USD CLEC, INC, ("Sellers") and WARWICK VALLEY MOBILE TELEPHONE COMPANY,
INC., a New York corporation (the "Purchaser"). All capitalized terms not otherwise defined
herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined
below).

W I T N E S S E T H :

WHEREAS, Sellers are each debtors in cases pending under Chapter 11 of the
United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), in the
United States Bankruptcy Court for the Northern District of New York (the "Bankruptcy Court"),
Case No. 08-32560 through Case No. 08-32562 (the "Chapter 11 Cases");

WHEREAS, the Sellers and the Purchaser have entered into an Asset Purchase
Agreement, dated as of _____, 2009 (the "Asset Purchase Agreement")
providing for the sale to the Purchaser of the US Datanet Assets and approved pursuant to that
certain Approval Order of the Bankruptcy Court entered _____, 2009 (the "Approval
Order"); and

WHEREAS, the Bankruptcy Court approved the assumption and the assignment
to the Purchaser of the US Datanet Contracts, which include the contracts set forth on Exhibit A,
and reflected in the assignment order dated _____, 2009 (the "Assignment Order").

NOW, THEREFORE, in consideration of the premises and of the mutual
agreements and covenants hereinafter set forth, and pursuant to the Asset Purchase Agreement,
the Approval Order and the Assignment Order, the Purchaser and the Sellers hereby agree as
follows:

1. Assignment of US Datanet Contracts. Subject to the terms of the Asset
Purchase Agreement and the Assignment Order, the Sellers do hereby sell, assign, transfer,
convey and deliver to the Purchaser, its successors and assigns free and clear of any
Encumbrance other than Assumed Liabilities, forever, the entire right, title and interest of the
Sellers in and to the US Datanet Contracts.

2. Assumption of Liabilities: Obligation to Perform. The Purchaser assumes
and agrees to pay, perform and discharge when due all liabilities, arising by law or by contract or
otherwise, under the US Datanet Contracts from and after Closing. The Purchaser further agrees
to perform its obligations under the Assignment Order.

3. Survival of Asset Purchase Agreement: Further Assurances. Except as otherwise expressly set forth in the Asset Purchase Agreement, the terms and provisions of this Assumption Agreement and Asset Purchase Agreement shall survive the Closing. In addition, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of the Asset Purchase Agreement and this Assumption Agreement and consummate and make effective the transactions contemplated by the Asset Purchase Agreement.

4. Notice. Any notice, request or other document to be given hereunder to either party hereto shall be given in accordance with Section 9.04 of the Asset Purchase Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively by the Bankruptcy Court. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter relating to this Agreement or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter and in such event, each of the parties irrevocably and unconditionally consents to the jurisdiction of any state or federal court sitting in the State of New York, Onondaga County, for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto.

6. Amendment. This Agreement may not be amended or modified except: (a) by an instrument in writing signed by, or on behalf of, the Sellers and the Purchaser or (b) by a waiver in accordance with Section 7.03 of the Asset Purchase Agreement.

7. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLERS:

US DATANET CORPORATION

By: _____
Name:
Title:

USD CLEC, INC.

By: _____
Name:
Title:

USD MANAGEMENT AND NETWORK SERVICES,
INC.

By: _____
Name:
Title:

PURCHASER:

WARWICK VALLEY MOBILE TELEPHONE
COMPANY, INC.

By: _____
Name:
Title:

1225599_2.DOC